

# The Solicitors' Journal & Reporter.

VOLUME XIII.

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## The Solicitors' Journal.

LONDON, NOVEMBER 7, 1868.

ALTHOUGH MUCH has been said and written since the commercial crisis of 1866 about the rights and liabilities created by a contract on the London Stock Exchange for the sale of shares, and although many cases have been decided upon questions arising out of these contracts, the law on this subject is very little, if at all, less doubtful now than it was six years ago. At the present moment *Grissell v. Bristowe* stands first for argument in the Court of Exchequer Chamber, *Shepherd v. Murphy*, we believe, will be brought before the House of Lords as soon as possible, and the argument of *Coles v. Bristowe*, before the Lord Chancellor and Lord Justices, was only finished on Thursday last, when the Court reserved judgment. These three cases all necessarily involve the consideration of the legal effect of contracts for shares upon the London Stock Exchange, and are amongst the most important of the cases which have been decided upon the question.

The judgment in *Coles v. Bristowe* will probably be given before long, and pending its delivery we shall not speculate upon its probable result. The present moment, however, seems very suitable for a review of the more important cases upon contracts for the sale of shares which have lately been decided in the courts of law and equity, and we accordingly give the following list in the order of time in which they were decided. The contracts in these cases (except in *Shaw v. Fisher*) were made in the usual way upon the London Stock Exchange, through brokers and jobbers.

*Wynne v. Price* (1849, 3 De. G. & Sm. 310), was a bill for specific performance by the vendor against the ultimate vendee. It was held that there was privity between the plaintiff and the defendant, and that the defendant was therefore liable.

In *Shaw v. Fisher* (1855, 4 W. R. L. C. 35, 5 De G. M. N. & G. 596) the plaintiff sold shares by auction to the defendant, who was his immediate vendee. Shortly after the sale the defendant sold the shares to C., and the plaintiff, at the defendant's request, executed a transfer to C., who, however, refused to accept the shares. It was held that the vendor could not maintain a bill for specific performance against the defendant, as by executing the transfer to C. he had put it out of his

power to make a good title to the shares to the defendant.

In *Birmingham v. Sheridan* (1864, 12 W. R. M. R. 658, 33 Beav. 660) the Master of the Rolls refused to decree specific performance of a contract for the sale of shares where the company refused to admit the vendee on the register. The point really in discussion was whether the contract was conditional on the company accepting the defendant as a shareholder. There was no dispute as to the existence of a contract between the plaintiff and the defendant. No question, therefore, of the usage of the Stock Exchange arose here.

In *Evans v. Wood* (January, 1867, 15 W. R. M. R. 476, L. R. 5 Eq. 9) it was held that a bill for specific performance was maintainable by the vendor against the ultimate vendee. Here there was only one stock-jobber intervening between the parties, and the Master of the Rolls seems to have thought that there was in fact a direct agreement between the plaintiff and the defendant.

*Shepherd v. Gillespie* (December, 1867, 16 W. R. V. C. S. 243, L. R. 5 Eq. 293) was a bill for specific performance by the original vendor against the ultimate vendee, and the bill was held maintainable. The circumstances of this case are, however, a little peculiar.

*Hawkins v. Maltby* (December, 1867, 16 W. R. L. C. 209, L. R. 3 Ch. App. 188) was also a claim for specific performance by the original vendor against the ultimate vendee. The Lord Chancellor, reversing the decree of Wood, V.C., dismissed the bill, on the ground that the evidence did not prove the contract stated in the bill; but he expressed an opinion that the execution of the transfer by the vendor, and the acceptance of it by the vendee, would be sufficient proof of a binding contract between those parties. And Vice-Chancellor (now Lord Justice) Wood, in the court below, had also expressed some approval, though very qualified and cautious, of the argument that an execution by the plaintiff of a transfer to the ultimate nominees amounts to a novation of contract.

*Grissell v. Bristowe* (January, 1868, 16 W. R. C. P. 478, L. R. 3 C. P. 112) was an action by the original vendor against the stock-jobber to whom he had sold for damages for not registering the transfers of the shares sold. The Court held that the action lay, as the contract of sale by the vendor was with the stockjobber to whom he sold, and that contract could not be assigned at law.

*Paine v. Hutchinson* (March, 1868, 16 W. R. L. J. 553, L. R. 5 Eq. 257) was a bill for specific performance and for an indemnity by a stockjobber against the ultimate vendee, who was also his immediate vendee. The defendant was declared liable.

*Shepherd v. Murphy* (June, 1868, 16 W. R. Ch. App. (Ir.)) was a bill for specific performance and indemnity by the original vendor against the ultimate vendee. The Lords Justices held, reversing the decision of the Vice-Chancellor, that the bill could be maintained, on the ground that when the name of the purchaser has

been given and the transfer to him executed, accepted, and paid for, as was the case here, privity of contract is established between the vendor and the ultimate purchaser.

*Hodgkinson v. Kelly* (July, 1868, M. R. 16 W. R. 1078) was a bill for an indemnity by the original vendor against the ultimate vendee. The Master of the Rolls held the bill maintainable, the vendee having accepted the share certificates and paid for them, because the usage of the Stock Exchange is "a machinery by which A. sells to B., and they are in fact, in law and in equity, the ultimate contracting parties."

*Coles v. Bristowe* (May, 1868, 16 W. R. V. C. M. 690) was a bill for specific performance by the original vendor against the stock-jobber to whom he had sold for not procuring the registration of the transfer of the shares. The jobber was held liable as the real principal in the transaction, and as the only person to whom the vendor was bound to look for the performance of the contract.

This is the present state of the authorities, and it is difficult, if not impossible, to reconcile them. It is to be hoped that this confusion will not exist much longer, now that the question will soon be brought before the highest court of appeal.

THE RECENT SPEECHES of Mr. Bright have disturbed the rest of the compound householder, and we are threatened with a renewal of the dreary controversy which it was hoped was terminated by Mr. Hodgkinson's amendment to the Reform Act of last year. The question is indeed a repulsive one, and although really very simple, it is one which non-professional journalists persistently misunderstand. Thus the *Pall Mall Gazette*, in a commentary last Monday on one of Mr. Bright's speeches, printed an entirely erroneous account of the state of the law on the subject. According to the writer in that newspaper the 27th section of the Reform Act of 1832 excluded all compound householders from the franchise, and excluded they remained until, at Mr. Bright's suggestion, they were admitted by a clause inserted in an Act passed in the year 1851 (14 & 15 Vict. c. 14, s. 3). Now, in point of fact, compound householders were never, from the year 1832 downwards, excluded from the franchise if they chose to take the trouble to acquire it; for, by section 30 of the Reform Act of 1832 an occupier, who was not rated, but whose landlord was (*i.e.*, a compound householder), might claim to be rated, and on making such claim and paying or tendering the full amount of rate due, if any, was entitled to have his name put on the rate-book by the overseer; in other words, was entitled to be "rated." This claim, however, had to be renewed every year, and was, therefore, an inconvenience of which the compounder had a right to complain. But, inasmuch as in 1832 compounding only existed here and there in the country by virtue of local rating Acts, the grievance, it seems, was too insignificant to attract the attention of Parliament. In 1850, the passing of the Small Tenements Act (13 & 14 Vict. c. 99), empowering vestries to rate the owners of houses the yearly rateable value of which did not exceed £6, altered the aspect of the question. Compounders became more numerous, and, naturally, more clamorous. Their position came under serious discussion, and eventually the 14 & 15 Vict. c. 14, was passed, the statute to which our contemporary referred, and by which, according to him, compounders were admitted to the franchise. The title of the Act sufficiently exhibits the blunder he has made. It runs thus:—"An Act to amend the law for the registration of certain persons known as compound householders, and to facilitate the exercise by such persons of their right to vote in the election of borough members to serve in Parliament." Originally the Act contained two sections only. The first recites the then existing state of the law as to the registration of compounders, and then provides that

one claim shall be sufficient. This was the main purpose of Sir William Clay (not Sir W. P. Wood), the introducer of the Act, and as originally drawn the Act did nothing more than obviate a very vexatious restriction on the compounders' right. But in committee an amendment was made in the language of the Act, whereby it was proposed to provide that the compounder should only be called upon to pay whatever rate his landlord might be liable to pay under his composition with the parish. This amendment was strongly objected to by Lord John Russell and other members, as being a departure from the main purpose of the Act. It was for the time withdrawn, but in the report a third section affecting the same object was inserted, as it would seem, without objection from either side of the House; and it is this section which was suggested by Mr. Bright to Sir W. P. Wood, then the Solicitor-General of Lord John Russell's government.

We have entered into this explanation because it is of importance that lawyers at any rate should have accurate information on this troublesome compounders' question. The subject is really one of no very recondite character, but it became so obscured last year by political considerations that we are disposed to agree with the *Pall Mall Gazette* that many people "in reading Mr. Bright's statement of the controversy would feel as if they had hardly understood it before." We must, however, add our fears that if Mr. Bright did not succeed in conveying his meaning to his audience more clearly than the report of his speech seems to have conveyed it to the *Pall Mall* writer, the Birmingham people must have gone away very little wiser than when they came.

IN SCOTLAND the Court of Appeal for Registration Cases has been sitting from day to day for some time past, and has disposed of a great number of appeals. Among other questions that have been already decided has been that of the claim of women to be registered. The Court has decided against this claim, and has thus anticipated the judgment which will doubtless be given to-day or on Monday by the Court of Common Pleas. We have already (12 Sol. Jour. 762) given at some length our reasons for forming this opinion, and the subject has, as everyone knows, been much discussed with more or less knowledge and intelligence for some months past. Neither the arguments nor the judgment in the Court in Scotland seem to throw much light upon the subject, though it is perhaps important to observe that the Court relies very much on the words of the 56th section, which is identical in the Scotch and English Acts. The Legislature there makes applicable to the new franchises not only all law, and enactments, but also all customs relating to the representation of the people and the registration of voters. This, no doubt, as the Court observes goes very strongly to show that the Legislature did not intend so far to alter what admittedly was the custom prior to the Act to admit women to the franchise.

We notice also that the Court has, in consequence of the somewhat peculiar wording of the Scotch Act, held the law as regards the necessity for occupiers being rated to be in a somewhat curious state. Where a person occupies for the requisite time what is structurally and confessedly a dwelling house, it is immaterial for the purposes of the franchise whether he or the owner has been rated, and if the owner has been rated it is immaterial whether or not the rates have been paid. It is merely necessary that if the occupier happens to have been rated, the rates must have been paid. But if what is occupied is structurally part of another house, as, for instance, if under the same roof, even although there may be structural severance, as in the case of flats, then, in order to bring the part so occupied within the definition of a dwelling-house contained in the Act, it is necessary not only that the part should be separately rated, but that the occupier, and not the owner, should

be the person rated. It is needless to say that this decision is not applicable to the English Acts, and we notice that of the very numerous points decided by the Court in Scotland very few would arise on the English Acts. Indeed, the case of the women, and another upon the question whether the manager of a bank occupies a house attached to the bank premises "as tenant," or merely as servant, seem almost the ones applicable to the English law. The latter point, however, would scarcely arise now in the Court of Appeal in England, as the principle on which it would be decided has been well settled. In Scotland, however, the Court has reserved judgment.

ON SATURDAY LAST, at the Central Criminal Court, upon the trial of two prisoners for forgery, it turned out that the person whose signature had been forged, though subpoenaed, was not present, the person happening to be the Earl Dudley. Thereupon Byles, J., who was trying the case, remarked that he should deal with Lord Dudley as he should with anybody else, and ordered his Lordship's recognizances to be estreated. As to the trial, with the principal witness absent, it was, of course, impossible to proceed with that, and so the unfortunate jury had to be detained all night. Next day Lord Dudley appeared, gave his evidence, and the prisoner was convicted, his Lordship accounting for his absence the day before by saying that he had understood that the trial would not come on upon that day. This was not, of course, an adequate excuse, nor did the learned judge treat it as such, but, considering how many of us not unfrequently act on the improbability of a particular cause being reached by a certain time, endeavouring to avoid so far as may be the unprofitable and unpleasant occupation of lounging about the court with nothing to do, we are not inclined to view with unexampled severity a man who makes this excuse and couples it with readiness to pay for the inconvenience he has occasioned. In charging the jury the judge regretted that they should have been so detained over the case, and informed them that Lord Dudley had undertaken (it seems at the judge's suggestion) to pay all expenses incurred either by the prisoners or the public in consequence of his non-appearance. At the end of the trial Lord Dudley made an apology in person, and, according to the *Times* report, the following colloquy took place:—

Lord Dudley . . . regret . . . had been led to believe the trial would not commence until that morning, and that was the explanation he had to offer. It was a source of great regret to him that the business of the Court had been delayed by his absence.

Mr. Justice Byles said his Lordship might not know that the undertaking by him to bear the attendant expenses was to his disadvantage, seeing that they would not be less, but a little more, than his recognizances, if estreated.

Lord Dudley, with much earnestness and courtesy, again expressed his regret for the inconvenience his absence had occasioned.

Mr. Justice Byles (playfully).—That does not quite tend to your Lordship's exculpation, seeing that you have had a great deal of judicial experience.

Lord Dudley, smiling, said he would only add that he ought to have known better.

Finally, the affair ended with the Clerk of Arraignment taxing the amount of the extra expenses due to Lord Dudley's default (which proved greater than the amount of the recognisance), and Byles, J., signing the order for estreating the recognisance, unless Lord Dudley should pay the other and larger amount.

In the above occurrence the *Times* has found subject-matter for an article, in which, with laboriously playful sarcasm, it lashes Mr. Justice Byles for the abject servility with which he behaved in the matter. So far is this carried that not even the judge's announcement that he meant to deal with the Earl as he would with anyone else escapes a sneer at its covert servility. From a paper devoted so consistently as the *Times* to the "cultus" of the collected gigs of respectability this is a little sur-

prising. The writer does not, in his sarcastic way, venture to hint broadly that the tiresome detention of the jury was the judge's fault, but from the terms in which he comments on this part of the affair, he seems as though he would have said, if there was any chance, that the judge could have helped it if he had liked. The genial warmth of the *Times* sarcasm, however, is directed with special fervour to the conduct of the judge on the second day, as evidence that the absolute real presence of an apologetic earl proved too much for his Lordship on the bench. "Instead of reprimand or estreatment of recognizances, he first considerably reminds his Lordship that the expenses he is prepared to incur would exceed the estreatment, and then 'playfully' compliments him on his 'judicial experience.'"

What Byles, J., did in this matter was, promptly to inflict the penalty; saying afterwards, if the defaulter will pay the expenses, which are heavier than the penalty, he shall have the latter remitted. We cannot see anything very servile here, and it seems to us that upon this notion of dealing with the matter the judge, in giving the alternative, was bound as a gentleman to tell the other that the expenses would be more than the penalty. The utmost that can be said against Mr. Justice Byles' "playfulness" is that he is rather fond of cracking jokes on the bench, and that not unfrequently his jokes are no better than they should be. As to the dark hints conveyed in the *Times* article, a more palpable mare's nest was never cackled over.

THE FACILITIES provided by the first and second sections of the County Courts Act, 1867, seem to be bringing into prominence an anomaly in county court practice, which has long been a subject of occasional complaint. As the law stood previous to this year a summons could only be sent to a "foreign" court for service, if the whole cause of action arose within the district or the defendant had resided in the district any time during the six months before action brought. The anomaly of that state of things arose in this way. A man got into debt at, say, Manchester, and afterwards removed to London; the Manchester creditor issued his summons there, and the Court would send the summons to London to be served. If the debtor wished to pay the money into court before hearing he could only do so at the Manchester court. Of course he could pay it either by going himself, employing an agent there, or sending a post-office order. If, however, he did not pay, and judgment was given against him, a *fi. fa.* might issue at Manchester, and be sent to London for execution; but in that case the money obtained under the process would be paid into the London court, and a certificate of the fact sent to the Manchester court, where the plaintiff would then obtain payment of his debt and costs. By this mode of proceeding no money passes between the courts, and thus the risk of loss is diminished considerably, but why the same proceeding is not adopted in payments before hearing as in payments under *fi. fa.* or *ca. sa.* it is not easy to understand. The Treasury, acting as a sort of county court clearing-house, takes the certificate from the Court, receiving it as cash, and requires the certifying Court to account for the amount certified. This certificate system could easily be extended to all payments admitted to be due or ordered to be paid except part payments before hearing in disputed cases. The convenience of allowing persons to pay money to the courts of their respective districts, instead of requiring it to be paid to the court where summons issues would be very considerable, more especially where a debt has been ordered to be paid by a large number of instalments.

The sections we have alluded to have much increased the number of summonses sent to a distance for service, and hence the greater and growing necessity for an arrangement by which distant defendants may do that in the court of their own district which they can only do



now in the court issuing the summons. In making "confession," for instance, it would be the simplest thing in the world to allow a defendant to go to the court of his district, sign his confession before an officer of the court, who could transmit the document duly attested to the issuing court, where it would have the same effect as if signed at the issuing court as at present.

WE HAVE HAD OCCASION TO NOTICE lately a good many questions about costs which have arisen upon the County Courts Act, 1867. Hitherto all the decisions have been upon cases which might have been brought in a county court, but on last Monday a new point was brought before the Court of Queen's Bench in the case of *Greay v. West*. It was an action for slander, and could not, therefore, be brought in a county court unless by consent. The verdict was for £10, and the judge refused to certify for costs because he thought the action a trumpery one.

The 5th section of the County Courts Act, 1867, provides that if in any action a plaintiff shall recover a sum not exceeding £10, he shall not be entitled to costs unless the judge certifies "that there was sufficient reason for bringing such action" in such court, or unless the Court or judge allow costs by rule or order. The application was for a rule nisi to give the plaintiff costs on the ground that he was obliged to bring the action in a superior court. The Court granted the rule.

The question to be decided apparently will be by what rule should the judge be guided in certifying and refusing to certify for costs in cases of this sort. We shall be glad if the Court, in deciding *Greay v. West*, should also deal with the question how far the older statutes relating to costs (43 Eliz. c. 68; 3 & 4 Vict. c. 24) are affected by section 5 of the County Courts Act, 1867.

THE FANCY BREAD QUESTION came before the Westminster Police Court last Wednesday, but as to cottage loaves only. Mr. Arnold decided that cottage loaves are "fancy bread" within the meaning of the Sale of Bread Act, and, consequently, that bakers cannot be required to weigh them. He considered the real question to be whether the words "usually sold," in the Act, referred to the date of the Act or to any future time. He thought that the evidence established that, when the Act was passed, cottage loaves were considered fancy bread, and also that they were usually made of a rather better quality than ordinary. It was mentioned during the proceedings that the question would shortly be argued in the Court of Queen's Bench.

THE NUMBER of registration appeals lodged by the evening of Thursday, the last day for lodgment, was sixty-six. In many cases the question raised is precisely the same, as for instance in the appeals on behalf of women, so that one decision will govern several cases. The hearing will commence to-day, continuing on Monday, Tuesday, Wednesday, and Friday, and also on Tuesday, Wednesday, and Friday in the week following, and on the Tuesday after. The cases will be taken in the order of entry, except that where several cases involve similar questions, upon a decision being taken on one the remainder will be taken immediately after it.

JUSTICES BLACKBURN and Willes and Baron Martin have been selected by their respective Courts for the first rota of judges under the Bribery Act of last session. The rota for Ireland consists of Justices O'Brien, Keogh, and Baron Fitzgerald.

#### EFFECT OF PAYMENT OF BILLS OF EXCHANGE BY THE DRAWER AT MATURITY.

In *Callow v. Lawrence* (3 M. & S. 95) Lord Ellenborough laid it down as a general rule that "a bill of exchange is negotiable *ad infinitum* until it has been paid

by or discharged on behalf of the acceptor." In accordance with this rule he decided in that case, where the drawer of a bill of exchange endorsed it over, and on non-payment by the acceptor, paid the holder and received the bill back from him, and then re-indorsed it to the plaintiff, that the plaintiff was entitled to recover from the acceptor. This case has been followed in subsequent decisions, the most important of which are *Hubbard v. Jackson* (4 Bing. 390) and *Jones v. Broadhurst* (9 C. B. 173). The result of these cases, if they stood alone, would seem to be that payment by the drawer of a bill of exchange is in fact a purchase by him, and he can again put the bill into circulation. In other words, such a transaction is not a payment at all in the strict sense of the term. If, therefore, a drawer purchases or pays (to use the ordinary phrase) the bill and then negotiates it again, it requires no fresh stamp, as the bill is not extinguished in any way by his payment, but remains negotiable "until paid by or discharged on behalf of the acceptor." If the acceptor, on or after maturity, purchases the bill, that is a payment, and he cannot re-issue it without a new stamp, for, on payment by him, the legal effect of the instrument is at an end, as the contracts contained in it have then been performed. If a drawer who has paid the bill wish to obtain the amount from the acceptor, he can sue him as any other holder might do instead of again negotiating the bill, or he may leave the bill in the hands of the person whom he has paid, and allow such person to sue the acceptor as his trustee (*Williams v. James*, 15 Q. B. 493). On these authorities the text-books have often laid it down that payment of a bill by the drawer is no answer to an action on the bill against the acceptor, whether it is the drawer or a third person who is the holder of the bill, and the plaintiff in the action.

The first modification of this rule was introduced in the case of accommodation bills, and it was decided in *Lazarus v. Comie* (3 Q. B. 459) that payment of an accommodation bill by the drawer is equivalent to payment by the acceptor, and, therefore, that after such a payment, a bill cannot be re-issued by the drawer without a fresh stamp as the vitality of the instrument is at an end. Payment of an accommodation bill by the drawer is, therefore, as much a defence in an action against the acceptor by any holder as payment by the acceptor himself would be. The ground of this decision is that the drawer of an accommodation bill is really the person ultimately liable on the bill, and if the acceptor of such a bill pays it he has his remedy over against the drawer. The last reported case in which the effect upon the acceptor's liability of payment by the drawer has been much considered was *Cook v. Lister* (11 W. R. 369, 13 C. B. N. S. 543), which has somewhat modified the law on this subject. The facts were somewhat complicated, but it is sufficient to say that the plaintiffs were the holders of certain bills of exchange accepted by the defendants, upon which payments had been made by the drawers to the plaintiffs. The defendants paid into court the difference between the amount so paid by the drawers and the respective amounts of the bills. The bills were not accommodation bills in the strict sense of the word, but they were when drawn in the nature of accommodation bills, the drawers, and not the acceptors, being in fact the persons who were ultimately liable to pay them. The Court held that the payment by the drawers was under these circumstances an answer to the plaintiff's claim to the extent of such payment. All the most important cases bearing upon this subject are reviewed in the judgments delivered by the different members of the Court, and it will be found, on a careful perusal, that these judgments, especially that of Willes, J., go somewhat further than was absolutely necessary for the decision, which might have been rested on the fact that the bills nearly resembled accommodation bills, when they were drawn, and the drawers were really the debtors who were ultimately liable. Willes, J., commences his judgment by citing with entire approval a passage from



Byles on Bills, 8th ed. p. 158, "after a partial payment at maturity by the acceptor, or any other party really the principal debtor. The holder cannot recover of the acceptor more than the balance. He then goes on to express his dissent from some of the doctrines laid down in *Broadhurst v. Jones*, and apparently expresses an opinion that the maxim of the civil law *debitorem ignarum seu etiam invitum solvendo liberare possumus* is applicable in English law, or at all events that "if the *invitum* in the civil law is to be excluded from our law, then according to the familiar authorities, the assent of the debtor ought to be assumed." Willes, J., concludes his judgment thus: "In each case with reference to bills of exchange, if a question arises who is the principal debtor, *primâ facie* the acceptor is the principal debtor. . . . But the Court is bound to test the evidence, to show that in any case the person who is not the principal debtor on the face of the bill is in fact the principal debtor, and if he is the principal, he is the agent to pay for all those debtors subordinate to him, including the acceptor." This view of the law seems to put all bills, on which some one other than the acceptor is the real debtor, on the same footing with respect to payment by such debtor, whether the bills were in their inception accommodation bills, or whether the liability of the real debtor arises out of circumstances collateral to the bill itself.

The effect, therefore, of *Cook v. Lister* appears to be that payment by the real debtor on a bill, whether he is the acceptor, drawer, or one of the indorsers, is *primâ facie* payment of the bill in the same way as payment by the acceptor. It would also seem that any party to the bill, even if not the person ultimately liable, might pay the bill, so as to put an end to its vitality, if the payment was made with that intention. The decision itself of *Cook v. Lister* does not go quite so far as this, but this was apparently the view which the Court took of the question. The last case touching upon this subject is *In re Oriental Commercial Bank, Ex parte Mazoudoff* (16 W. R. 784), where it was held that the holder of a bill of exchange, who has received a part payment of the bill from the drawer, could not prove against the acceptor's estate in bankruptcy for the whole amount of the bill, but only for the balance remaining after deducting the amount paid by the drawer.

The law as thus established is perhaps somewhat at variance with the strict technical view which has been enunciated in some of the older cases, but as bills of exchange have always been free to a great extent from the application of technical quibbles, and, in the words of Erle, C.J., in *Cook v. Lister*, "considering that courts of justice are instituted for the purpose of enabling a creditor to recover his debt, and not a great deal more than his debt," we may well feel satisfied that the law should presume that payment by the person really liable on a bill is meant to put an end to the legal effect of the instrument, and to discharge all the parties to it who, if they had to pay, would be entitled to recover over against the real debtor.

#### THE LAWYER CANDIDATES.

We published last week a list of the lawyer candidates for England and Ireland, and propose to correct it each week as new candidates come forward, or old ones disappear. The following are the alterations which have taken place during the past week:—

#### NEW CANDIDATES.

##### BARRISTERS.

Dublin University .....	* Thomas G. Webb.
Durham City .....	* J. R. Davison, Q.C.
" .....	* J. L. Wharton.
Leicester .....	* J. B. Greene.
Shrewsbury .....	* D. Straight.
Peterborough .....	* H. T. Wrenfordale.

##### SOLICITORS.

Finniskillen .....	W. A. Dane.
Hull .....	R. Baxter.

#### RESIGNATIONS.

##### BARRISTER.

London University ..... \* J. R. Quain, Q.C.

##### SOLICITOR.

Nottingham ..... J. J. Merriman.

The practising barristers are distinguished by an asterisk.

#### RECENT DECISIONS.

##### EQUITY.

##### COPYRIGHT IN A PORTION OF A WORK.

*Low v. Ward*, V.C.G., 16 W. R. 1114.

In *Low v. Routledge*, 16 W. R. 1081, the House of Lords decided that an alien might acquire, by temporary residence in any part of the British dominions, copyright in a work first published in the United Kingdom. The present case was precisely similar, except that a portion of the work, the last six chapters only, were first published in the United Kingdom, and in respect of those chapters only was copyright claimed, the earlier portion of the work having been published in the United States before the author registered, and so acquired a copyright in so much of the work, i.e., the last six chapters, as was then for the first time published. We presume that the author had by some mischance missed the simultaneous publication of his work in both countries, which is usually adopted in order to secure copyright on both sides of the Atlantic. It does not appear from the report of the case whether a claim of copyright which can only be sustained in part is good *pro tanto*, or fails altogether; but we fancy that the former is true, and that any claim of copyright is good so far as it can be supported.

It was said for the defendant that the words "first published" ought to cover the whole work, and imply that the whole work was published for the first time, in order to entitle the author to copyright; the contention being in fact that copyright is a thing indivisible, which cannot be good in part and bad in part, and that, as an invention must be wholly new to entitle it to a patent, so a work must be wholly published for the first time to entitle it to copyright. The Vice-Chancellor, however, granted the usual injunction against printing, publishing, or selling the last six chapters of the work, the part in respect of which the claim of copyright was sustained.

There is no doubt that copyright may be had in part of a work, and that in this respect it differs from a patent. Where a line can be drawn, as in the present case, the Court will restrain the piracy of the part wherein copyright exists: where a line cannot be drawn, from the parts being intermixed, the Court has granted an injunction against infringement generally (*Lewis v. Fullarton*, 2 Beav. 6; *Kelly v. Morris*, 14 W. R. 496, L. R. 1 Eq. 697), without directing an inquiry as to what part of the work complained of was an infringement of the plaintiff's copyright. Mr. Kerr in his valuable work on injunctions, p. 443, has directed attention to an American case (*Webb v. Powers*, 2 W. & M. 498), where the Court refused to interfere in a case otherwise similar, on the ground that the piracy was so small in quantity and value that the remedy would be disproportionate to the injury. There is no reported case, however, so far as we have been able to ascertain, to this effect in the English reports. There may be copyright in additions to or corrections of a work previously published, and such additions or corrections have copyright for the usual period, though the copyright in the original work may have expired: *Cary v. Longman*, 1 East. 358; *Cary v. Faden*, 5 Ves. 34. The title of a work is rather in the nature of a trade-mark than a subject of the law of copyright, oddly enough, since one would suppose that the title of a work is at all events a part of the work. It has been held, however, that the title of a book is not copyright. The Court, it seems, will not allow a man to name his book so as to pass it off for the book of another man, on the ground of fraud: *Seely v. Fisher*, 11 Sim. 192. Besides

which, there can be property in a name: *Seizo v. De Provezonde*, 14 W. R. 357, L. R. 1 Ch. 192. So, too, though this is a different question, copyright may exist in a particular edition of a book: *Sweet v. Cater*, 11 Sim. 572 (a dispute of two rival booksellers over the 10th edition of Lord St. Leonards' "Vendors and Purchasers"). It is needless to pursue the subject further. The instances given by the Vice-Chancellor in his judgment of cases in which the Court has upheld the copyright in parts of works show that the practice of the Court has consistently been as we have stated it.

#### CLAUSE OF FORFEITURE IN BANKRUPTCY.

*Cox v. Fonblanque*, M.R., 16 W. R. 1032.

Speaking generally, a testator may impose any condition, however absurd, upon the recipient of his bounty, as a condition precedent to his receiving it; and where that is so the devisee takes nothing until the condition is strictly fulfilled. In cases of this sort the provision is usually made for the devisee enjoying the property devised to him during his life or until he should become bankrupt, the condition thus imposed being a condition subsequent. Conditions subsequent of this nature are construed with great strictness and jealousy, the Court, where an estate has once vested, being unwilling to divest it upon the fulfilment of a condition subsequent to the vesting of the estate. Thus, in *White v. Chitty*, 14 W. R. 360, L. R. 1 Eq. 372, there was a devise to one for life, with a clause of forfeiture on bankruptcy. The devisee was adjudicated a bankrupt in the testator's lifetime, and had not obtained his discharge at the testator's death; but no creditors' assignee was ever appointed, and the devisee, soon after the testator's death, obtained an annulment of the bankruptcy before any claim on his property was made. Vice-Chancellor Wood held that the clause of forfeiture extended to a bankruptcy in the testator's lifetime; but as the bankruptcy had been annulled before any actual proceedings under it had taken place to divest the devisee of his property, decided that the forfeiture contemplated by the testator had not occurred upon a strict construction of the clause, so that the condition was defeated. A similar conclusion was come to in *Lloyd v. Lloyd*, 15 W. R. Ch. Dig. 42, L. R. 2 Eq. 722, where the gift was to be void if the donee should by any act or default alien it; and the donee was a bankrupt at the testator's death, but the bankruptcy was annulled before any steps were taken to realise the assets, and Vice-Chancellor Wood was of opinion that the donee's income had not been forfeited. Where, however, as in the present case, there is a condition precedent, if the condition be not fulfilled to the letter the forfeiture takes place and there is no help for it. In *Cox v. Fonblanque* there was a condition precedent to the gift of an annuity, that the annuitant should not be a bankrupt at the testator's death, as well as the ordinary condition subsequent involving forfeiture on bankruptcy. The annuitant was, at the testator's death, an uncertificated bankrupt. The case was a hard one, for, as he alleged by his answer, he had become a bankrupt upon his own petition at the instance of the testator himself, who paid the expenses of the petition, and he was possessed, at the time of filing his petition, of property more than sufficient to pay twenty shillings in the pound, and the bankruptcy was subsequently annulled without the assets being dealt with. Reliance was placed on the general intention of the testator to benefit the annuitant, as a ground for construing the condition strictly; but, as Lord Romilly said, there was the condition upon fulfilment of which he was to become the object of the testator's bounty, and, as he did not fulfil it, the annuities never vested, and no subsequent annulment of the bankruptcy could rehabilitate him. The case seems a good instance of the distinction which the Court always draws between conditions precedent and conditions subsequent, and as such we have ventured to refer to it in the present note, although from the peculiar

form of the condition appended to the gift, similar questions are not likely often to occur.

#### COMMON LAW.

##### BANKRUPTCY ACT, 1861, s. 192—RELATION BACK—FRAUDULENT PREFERENCE.

*Easley v. Inglis*, Ex., 16 W. R. 938.

At common law a debtor is entitled to pay his creditors in any way he likes, and if he pays one in full, although he has nothing left to pay anything at all to the others, it is a good payment. A payment of this sort is, however, entirely opposed to the principle of bankruptcy and is therefore forbidden. If such a payment be made, or if goods be given by way of payment, it is called in bankruptcy a fraudulent preference, and is utterly void as against the assignees in bankruptcy: *Topping v. Keysell* (12 W. R. 756) decided that the doctrine of fraudulent preference applies in cases when a deed has been executed under section 192 of the Bankruptcy Act, 1861, conveying all the debtor's property to his trustees. If therefore there has been a conveyance of goods by way of fraudulent preference, the trustees can recover them from the creditor to whom the debtor gave them. *Easley v. Inglis* has followed *Topping v. Keysell* and it is, therefore, now well established that the title of trustees under a creditors' deed which conveys all a debtor's property relates back as an adjudication in bankruptcy. *Easley v. Inglis* also decides that no previous demand is necessary to enable the trustees to bring an action to recover the goods given by way of fraudulent preference. This decision does not necessarily apply to all creditors' deeds under section 192 of the Bankruptcy Act, 1861, but only to deeds of assignment which pass all the debtor's property to trustees. Difficult questions may arise hereafter, as is said, by Martin, B., in *Easley v. Inglis*, in cases of deeds not assigning any of the debtor's property or assigning only a portion of it. If the principle of bankruptcy were strictly applied, former transactions of the debtor by way of fraudulent preference might be set aside, and the trustees might obtain more property than it was intended to convey by the deed. For the present, however, it is enough to note that under deeds of assignment the whole of a debtor's property the trustees can set aside a conveyance of goods by the debtor to one creditor in preference to the others.

##### BANKRUPTCY ACT, 1861, s. 192—OMISSION TO PLEAD A DEED UNDER SECTION 192.

*Rossie v. Bailey*, Q.B., 16 W. R. 1042.

The question has several times arisen in the common law courts whether a defendant who might have pleaded a deed under section 192 of the Bankruptcy Act, 1861, as a defence to an action and has neglected to do so, can make use of it to prevent the execution being made available against his goods. In *Whitmore v. Wakerly* (13 W. R. 350) the Court of Exchequer decided, on an application to the Court after judgment had been signed against the defendant, that "as the defendant did not plead the deed when he had the opportunity he cannot avail himself of it now." In *Hartley v. Mare* (13 W. R. 777) the Court of Common Pleas decided the other way. In *The Staffordshire Banking Company v. Emmott* (15 W. R. 1135) the Court of Exchequer Chamber were equally divided upon this question. In this state of the authorities the point has again arisen, and has been decided by the Court of Queen's Bench, who thus lay down the law in the words of Channell, B., in *The Staffordshire Banking Company v. Emmott*—"we agree with Channell, B., that the general rule of law is that the party who might have pleaded and prevented a judgment and did not is estopped from afterwards raising that defence, and that as the Legislature might have enacted that the doctrine of estoppel should not apply, the real question is whether they have so enacted, and we think they have not." There are,

therefore, now two decisions, viz., one of the Court of Queen's Bench and one by the Court of Exchequer, in favour of this view, and there is the decision of the Court of Common Pleas the other way. It is most unfortunate that there should be so much difference of opinion amongst the learned judges upon such a point. As it is the law cannot be considered settled until there has been a judgment by a Court of Appeal deciding that one or the other view of the law is correct.

**MORTGAGE OF VESSEL—RIGHT TO FREIGHT—INTERPLEADER.**

*Rusden v. Pope*, Ex., 16 W. R. 1122.

The mortgagee of a vessel acquires by virtue of the mortgage a right as against the mortgagor to the freight which the mortgaged vessel may earn. If, however, the charterer duly pays the freight to the mortgagor with whom he has contracted, the mortgagee can maintain no claim against him. Such a payment discharges the charterer from all liability. The mortgagee may, on the other hand, take possession of the vessel, and require that the freight shall be paid to him. The mortgagee's right in such a case is, however, equitable, and not legal. He cannot maintain an action on the charter-party which was not entered into with him.

In *Rusden v. Pope* a vessel was mortgaged, and then chartered, and duly earned her freight, which was to be paid in two payments. The mortgagee claimed from the mortgagors payment of the first portion of the freight both before and after it was paid to them, and subsequently took possession of the vessel before the rest of the freight was paid, but after it was all earned, and at the same time he claimed payment of this freight from the charterers. The mortgagors became bankrupt before this, and their assignee also claimed this portion of the freight from the charterers, who thereon obtained an interpleader order, and paid the money into court. It was contended for the plaintiff, the mortgagee, that by taking possession of the vessel before the freight was paid, he became entitled to the freight, and also that, in any case as between him and the mortgagor, the latter was it, entitled to and, therefore, the defendant in the interpleader issue, the assignee, could not now maintain his claim, as he was only entitled to that which belonged to the mortgagor equitably as well as legally. The defendant argued first, that as possession of the vessel was not taken until after the freight was earned, the mortgagor and not the mortgagee was equitably as well as legally entitled thereto. Further that, whatever might be the right of the plaintiff in equity, it was clear that he had no legal right, and that as this question arose out of an action at law it must be decided upon legal grounds only.

The majority of the Court, Bramwell, B., dissenting, held that the plaintiff was entitled to recover, although his claim was only an equitable one. The Court thought that as the money was in court they had jurisdiction over the equitable rights of the parties, and that being so they held that the plaintiff was entitled to the money, as the mortgage passed an inchoate right to accruing freight, and as the plaintiff had sufficiently taken possession of the vessel to avail himself of this right.

Bramwell, B., dissented entirely from this view, as he held that "to entitle the mortgagee to the right to freight, he must, while the contract is being performed, and while the freight is being earned, take possession of the ship so as to make the working of the ship and the earning of the freight his own." He also thought that the Court "can only look at the rights of the parties as they would be in an action at law," and, therefore, that the defendant was entitled to judgment.

Both the points decided in this case are of considerable importance. *Rusden v. Pope* will be for the future often referred to whenever the question arises what is a sufficient taking possession of a vessel by a mortgagee to entitle him to be paid freight. The decision as to the

recognition of equitable rights of parties to an interpleader issue is still more important. The effect of the judgment of the majority of the Court is that in cases such as these a plaintiff may recover in a court of law in respect of a purely equitable claim. If the defendant in this case had defended the action the plaintiff must have been nonsuited at the trial, yet as the money was paid into court he was held entitled to succeed.

**COVENANT NOT TO ASSIGN RUNS WITH THE LAND.**

*Williams v. Earle*, Q.B., 16 W. R. 1041.

A covenant by a lessee not to assign the demised premises without the lessor's leave is usually inserted in every lease. Before 22 & 23 Vict. c. 35, if the condition not to assign were once waived by the lessor, the condition was gone for ever, and no question could arise as to whether such a covenant did or did not run with the land. That statute, however, provided that when a condition was waived it should not be at an end altogether, but the waiver should apply only to the particular occasion on which it took place. Since the Act, therefore, if there is a covenant not to assign, and the lessor gives leave to assign notwithstanding the covenant, the question may arise, and did arise in *Williams v. Earle*, whether it was a covenant that ran with the land, i.e. whether the assignee of the lease could assign without the lessor's leave. The Court held that the covenant did run with the land, as it was one which touched and concerned the thing demised, within the meaning of the rules laid down in *Spencer's case* (1 Sm. Lead. Cas. 4th ed. 36), the leading decision upon this subject. *Williams v. Earle* also decides that if an assignee, by an assignment with the lessor's leave, of a lease, in which there is a covenant not to assign, should assign the lease to a second assignee, "the assignment, although without a licence, is still operative at law," and the estate passes from the first to the second assignee. In an action, therefore, by the lessor against the first assignee, for breaches of covenant which occurred after the second assignment, the lessor cannot himself recover any damages for the breaches, but he may recover damages for assigning without a licence, and it is a question of fact "in how much worse a position the plaintiff is than he would have been in had he retained the liability of the defendant instead of the substituted liability."

**REVIEWS.**

*Plan for the Temporary Employment of Operatives and Workmen in Casual Distress.* By R. ARTHUR ARNOLD, late Government Inspector, Public Works (Manufacturing Districts Act, 1863). London. 1868.

This is a prize essay, read at the Social Science Congress held at Birmingham this month. The author's aim is to indicate the means of maintaining and employing those artisans, skilled or other workmen, who may be suddenly thrown out of employ by "partial cessations of demand," so as to "keep the men upon the place of their labour, ready to resume their productive industry." He believes that "'assisted' emigration, which supplements a working man's savings with a grant, deprives the country of the very flower of the operative class, and takes from that class those bright examples of thrift and prudence—of careful management and good household economy—whose presence in this country confers far wider benefits upon humanity than any to be gained by their expatriation." But if workmen out of employ are not to emigrate, they must live at home. To this end they would infinitely prefer wages to alms, and wages are infinitely better for them than alms. Mere "test" labour, like the oakum-picking and stone-breaking tasks required in workhouses, is inapplicable to their case. Regarded as productive labour it utterly fails, and, which is far more serious, "promotes demoralisation by degrading labour." "If the motive of labour, the completion of some work worthy of the labourer, or the acquisition of wages proportioned to the skill and strength expended, be not fulfilled—if the



uncongenial and unrecompensed task is compulsorily imposed, the workman is degraded." Mr. Arnold cites an instance in which two relief committees, unwilling to give money without requiring any labour, employed the men at mere "test" labour, such as the removal of a large dust-heap. Upon examining the result in figures, Mr. Arnold found that the men, if paid their actual earnings only, would have received less than three farthings apiece per day, so idly and listlessly did they work under the influence of this "test" task. On the other hand, where employed under the Public Works (Manufacturing District) Act, 1863, on road making, sanitary or other works, receiving pay apportioned to their actual exertions, the men worked with a will, receiving as actual earnings sums amounting to about 12s. and upwards a week per man. Nor did labour of this kind, as stone-breaking or oakum-picking would have done, impair their effectiveness in their own departments, when a returning demand for their own proper products enabled them to resume their old employments. Such was the difference between the piece-work and the "make-work" systems. Mr. Arnold's deductions are these. 1st. That in seasons of temporary distress it is inadvisable to promote emigration. 2nd. That the production of saleable commodities cannot be undertaken. 3rd. That in any employment of persons so accidentally reduced to indigence, it is absolutely necessary to provide such labour as that at which they can earn wages sufficient for their maintenance. 4th. That no more than the proper value of their labour should be given in payment for the execution of such work. And, 5th, that the labour of indigent persons during periods of temporary distress, employed by the guardians of the poor or any other local and corporate authority, must be confined to works which will come under the denomination of "public utility," or "sanitary improvement."

No voluntary associations can undertake such works as those here spoken of on account of their inability to enter into binding contracts.

In fine, Mr. Arnold proposes that a Public Works Act should be passed, empowering Government to apply an amount not exceeding £2,000,000 annually to the Public Works Department, for advances to local boards, for these purposes. The interest to be three and a half per cent, or principal and interest to be repayable by five per cent. instalments, extending over thirty years. The details of Mr. Arnold's scheme are fully worked out, and his essay is so practical and honestly elaborated, that we cordially recommend it to the notice of the reader. Should it ever again become necessary to provide in some such manner remunerative labour for a large body of workmen thrown out of employ, we have only to hope that good judgment will be exercised in selecting the works to be undertaken. Mr. Arnold mentions several times the drainage of land, and cultivation of wastes. In many districts there is need of this, but in others we are beginning to find out that there is such a thing as over drainage, and too much cultivation. There are, however, other works on which the labour might with excellent results be expended. At Oldham the cotton operatives took great pride in laying out a public park; in other places water storage and sewerage and other sanitary works have been executed, and more remains to be done.

*The Jurisdiction and Practice of the High Court of Admiralty, including a Sketch of the Proceedings on Appeal to the Privy Council, with numerous Forms of Pleadings, Bills of Costs, &c.* By R. G. WILLIAMS and GAINSFORD BRUCE, of the Middle Temple, Barristers-at-Law. London: Maxwell & Son. 1868.

This work supplies a want which has been much felt among both branches of the profession. It is but a very few years since the Court of Admiralty was thrown open both to the bar and to the attorneys, and consequently the present generation of lawyers have not grown up amidst the practice of the court so as to become familiar with its rules and forms almost without an effort, as is very much the case with common lawyers in the common law courts or equity lawyers in the Court of Chancery. Yet, now that the court is so entirely an open court, in which any lawyer may be called upon to appear, it is essential that its practice should be as easily known as that of any other court. But hitherto the only book of practice accessible has been Mr. Coote's work; and that work, though very useful and accurate so far as it goes, is, and indeed from its very size purports to be rather an introductory sketch than a full and

complete treatise claiming to take rank with Chitty's Archbold, or Lush's Practice at Law, or Daniel's Chancery Practice. The present work is an attempt to do for the Court of Admiralty what those well-known books have done for the superior courts of law and equity. And, though this book is not faultless, though there are some inequalities of treatment in it, some parts which may be improved in the next edition, still we think it is a successful attempt, and will be found of very great use to the profession.

The book is divided into two parts, of which the first treats of the jurisdiction of the court, and the second of its practice. The first part begins with an historical introduction. This appears to us remarkably well written. It is clearly the result of a good deal of research, it conveys much information, and conveys it in the shortest possible form. Indeed, one of the merits of this book is that both its historical statements and its propositions of law are characterised by a most praiseworthy brevity. The remainder of the first part consists of a series of chapters, in which the various branches of the jurisdiction of the court are treated of singly and in detail.

The second part relates to the practice of the Court, both in proceedings *in rem* and those *in personam*. This subject is, as far as we have been able to judge, treated as a general rule fully and accurately, though upon some points, as upon the subject of interrogatories and discovery, the book is somewhat meagre.

Of course there is only one conclusive test of the value of a book of practice, and that is the test of experience. But we have no hesitation in saying that this book will at once take its place as the guide to the practice of the court, and we gladly welcome it as supplying an undoubted want.

## COURTS.

### COURT OF COMMON PLEAS.

Nov 5.—The CHIEF JUSTICE announced that on Monday next there would be probably two Courts sitting in Banco, owing to the registration appeals occupying the full Court.

### COUNTY COURTS.

#### LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Oct. 27.—*Goodwin v. Champion.*

*The hirer of a van for the purpose of trying a horse, liable to pay more than the ordinary price.*

The plaintiff, an omnibus and van owner, claimed five shillings from the defendant, a gentleman of large property, both of Camberwell. The facts of the case were as follows:—The defendant having bought a carriage horse, instructed his groom to hire a van from the plaintiff, for the purpose of trying the horse before putting it into the carriage. Nothing was said about the price, and on the van being returned in less than an hour the plaintiff demanded five shillings. Defendant offered two shillings, which was refused, and afterwards paid into court as a tender. Witnesses were called who proved that two shillings an hour was the ordinary charge for a van and horse, and in this case only the van had been hired.

Mr. PITT TAYLOR said the defendant had completely misunderstood his position. This was not an ordinary hiring, to be paid for at the ordinary rate. The van was let for a risky purpose, and must be paid for at a risky rate. The horse was thought not safe for a first trial in defendant's carriage, and that was the reason for hiring the van, which the animal might have kicked all to pieces.

Defendant said then he should have to pay for it.

Mr. TAYLOR said certainly not. The plaintiff knew the purpose for which the van was hired, and would not have been entitled to damages if it had been injured. He was entitled to charge for the extra risk as well as the ordinary hire. The five shillings charged was not too much, and the defendant must pay the amount, with costs of plaintiff's witnesses.

#### "Part of the cause of action."

An application was made to the Lambeth County Court, under section 1 of the County Courts Act, 1867, to allow a summons to issue on the ground that part of the cause of action had arisen within the district of that Court. The applicant said he had done work and supplied

goods within the district, but had afterwards taken a bill for the amount drawn and accepted at Liverpool, and he now wished to summon his debtor to Lambeth from Liverpool on the bill. The judge said the bill was the only cause of action, the claim for work done and goods supplied having been abandoned when the bill was drawn and accepted. The applicant would have to issue his summons at Liverpool.

## EXETER.

(Before Mr. Serjeant PETERSDORFF, Judge).

Sept. 9, Oct. 7.—*Angel v. The South Devon Railway Company.*

*Photographic instruments carried by a professional photographer are not "personal" luggage. Consequently, where a railway company, by the terms of its contract, only undertakes to carry free of charge the ordinary luggage of passengers, it is not liable for the detention of such instruments, unless they are booked and paid for.*

This was an action against the South Devon Railway Company, brought to recover the sum of £2 14s. 9d. for the loss of a day's work and for expenses to which plaintiff had been put in consequence of the detention of a certain box entrusted to the defendants to be carried.

Mr. Toby appeared for the plaintiff; Mr. Hamilton Whiteford (of the firm of Whiteford & Bennett, Plymouth, solicitors to the company) for the defendants.

The facts of the case were as follows:—Plaintiff resides in Exeter, and follows the business of a photographer. On the 3rd of June last he had an engagement for a day's work at Bovey-Tracey. Accordingly, on the morning of that day he went to the defendants' station at Exeter, and took a second-class return ticket for Bovey. The train by which he went left Exeter at 7.15 a.m., and is a third-class train to all stations. Plaintiff had with him two boxes, containing cameras, lenses, and other photographic apparatus. Before leaving Exeter plaintiff saw these boxes both labelled and placed in the luggage van. The boxes were made for the especial purpose of containing his photographic apparatus, but required to be carefully handled. Plaintiff swore that the defendants' porters knew perfectly well what the contents of the boxes were, and knew as well as he did how to handle them. He had carried them in the same way on many previous occasions. No demand was made on account of the boxes on this occasion, nor did plaintiff offer to pay for them. Passengers for Bovey-Tracey change trains at Newton. On arriving at that place, plaintiff went to the luggage-van to look after his boxes. He could only find one. Enquiries were made for the missing box, but it was not found until late in the afternoon of the same day, when it was immediately returned to plaintiff. It subsequently turned out that the box in question had been removed from the train at Teignmouth (an intermediate station between Exeter and Newton) by mistake of the company's porters. Each of plaintiff's boxes was entirely useless without the other, and plaintiff was consequently unable to fulfil his engagement. He claimed to recover for his day's work, and also the railway fare paid on the occasion, and certain expenses he was put to in reaching Bovey on a subsequent day.

By 7 & 8 Vict. c. 85, s. 6 (so far as it is material to this report), it is provided that all railway companies shall "provide for the conveyance of third-class passengers to and from the terminal and other ordinary passenger stations of the railway under the obligations contained in their several Acts of Parliament, and with the immunities applicable by law to carriers of passengers by railway, and also under the following conditions (that is to say) . . . Every passenger by such train shall be allowed to take with him half a hundredweight of luggage, not being merchandise or other articles carried for hire or profit, without extra charge." The train by which plaintiff travelled appeared to be a train run in accordance with this enactment.

The company had also given a notice declaring that they would only be responsible for *bona fide* personal luggage. This notice was, it was stated, exhibited at all their stations. Plaintiff, however, swore that he was not aware of it. Mr. Mr. Whiteford did not tender it in evidence, as he had no witness present to prove its publication, and as its proof formed no essential part of his defence.

Mr. Toby opened plaintiff's case, and proved the facts above stated.

Mr. H. Whiteford, for the company, contended that they were

not liable. First, the articles in question were not personal luggage, and did not fall within section 6 of 7 & 8 Vict. c. 85: *The Great Northern Railway Company v. Shepherd*, 21 L. J. Exch. 114; s. c. affirmed, *Id.* 286; *Mytton v. The Midland Railway Company*, 7 W. R. 737; *Phelps v. The London and North-Western Railway Company*, 13 W. R. 782. There mere appearance of the boxes was not sufficient notice to the company of their contents: for in *Cahill v. The London and North-Western Railway Company*, 9 W. R. 391, the mere fact that "glass" was written on a box, and that it looked like merchandise, was held to afford no notice of its containing merchandise.

Further, *The Belfast Railway Company v. Keys*, 9 Ho. Lds. 559, 9 W. R. 739, showed that if a railway company, with the unauthorised sanction of any of their officers or servants, carried merchandise as passengers' luggage, they were not liable for its loss. The knowledge of the porters was not the knowledge of the company, as was shown by *Cahill v. The London and North-Western Railway*, and by other cases. The company's time-tables (which his Honour had held to be binding on passengers) provided that responsibility should attach to the station-masters only. Secondly, if these articles were personal luggage, the damage was too remote as to certain items of the claim: *Hadley v. Baxendale*, 9 Exch. 341. *Judgment postponed.*

October 7.—His Honour now gave judgment. He said that this was an action against the South Devon Railway Company for the detention of a certain box. It raised a question of some public interest—the question, What luggage is "personal" luggage? He had adjourned the case at the last Court because he was desirous of seeing whether "personal luggage" was defined in any work of authority. In that excellent and extremely useful book, "Marshall on the Law of Railway Carriers," he found some remarks on the subject (which his Honour proceeded to read). The author there stated that the term, in his opinion, does not apply to any goods unconnected with the personal use and convenience of the traveller. Were these particular goods, then, "personal luggage?" Before replying to that question he would refer to one or two of the principal decisions on the subject. The leading case was that of *Phelps v. The London and North-Western Railway Company*, 13 W. R. 782, 34 L. J. C. P. 259. It was a well known case, in which an attorney, who was going to attend a county court, took in his portmanteau documents for use in the case in which he was engaged. These having been delayed, it was held by the Court of Common Pleas that the articles were not ordinary luggage, and that, therefore, the company were not liable for the temporary detention of them. That action was analogous in all respects to the one now before him, having been brought for the solicitor's profits. Erle, C.J., in his judgment, said:—"I consider the loss in respect of each of these articles so reduced into one category is not a loss connected with luggage for his personal use in his journey as a traveller. It is impossible to draw a definite line. Luggage which one person might carry for his personal use might be a distress and annoyance to another. But still the habits of mankind must be considered to be within the cognizance of the railway company, so that anything carried according to usage for personal use would be a matter for which the company would be responsible as luggage of a traveller upon a railway. But these articles are entirely out of that category; they were not for the plaintiff's personal use or usually required, but were taken by him, in his capacity of attorney, for the service of another." That passage embodied a principle which was applicable to the present case, and on which he should have acted even in the absence of other authority. There was, however, one case which absolutely applied to the present question: *Mytton v. The Midland Railway Company*, 7 W. R. 737. The decision in that case was that pencil sketches of an artist taken with the intention of being made into finished sketches were not ordinary luggage, and that a railway company was not liable for their loss when they were conveyed as such. It was difficult to say what difference there could be between mechanical apparatus for photographic purposes and sketches. There were also, as he had mentioned at the last court, several American decisions on the question of what is personal luggage. In one of them a surgeon was going with his instruments to perform an operation. The instruments having been lost, it was held by the American Courts that the railway company were not liable. In his opinion the general test in all cases of this kind would be—

"Are the things claimed for essential to the personal use of the traveller?" If they were not, they were not personal luggage. He would mention one or two examples. Take the case of an actor or an actress carrying on a journey several costumes of great value, and used for playing several different characters. Could it be contended a railway company would be liable for the loss of them? So, again, take the case of the robes of a judge, the professional dress of a barrister, or the costume of a bishop or other ecclesiastical personage. He should think that all the articles he had named could not be recovered for as personal luggage. At the same time, he only named them as examples, and did not say positively that such would be the decision. However, in the present case, he decided most unequivocally that apparatus for the mechanical purpose of photography could not fall within the definition of personal luggage. He should therefore decide in favour of the defendants; and as he presumed that Mr. Toby would so elect, he should direct plaintiff to be nonsuited.

Plaintiff nonsuited.

**ERRATUM.**—In the report of *The London and South-Western Bank v. Woodley*, at p. 957 *ante*, column 1, 20th line from the bottom, for "Woodley was aware of the mortgage to the bank," read "Woodley was *not* aware."

HIGH WYCOMBE.

(Before J. WHIGHAM, Esq., Judge.)

*Line v. Vanner.*

We reported this case recently (12 S. J. 1005). The defendant, in objecting to the jurisdiction of the Court, on the ground that no part of the contract arose in the district of that Court, appears to have been right. For Mr. Baron Martin the other day granted a writ of prohibition which prevents any further proceedings from being taken under the judgment. The judge of the High Wycombe Court and the plaintiff had both been summoned to show cause why the writ should not issue, but neither of them appeared.

## APPOINTMENTS.

SIR WILLIAM SNAGG, Chief Justice of Antigua, in the West Indies, has been appointed Chief Justice of the Colony of British Guiana, in the room of Mr. Joseph Beaumont, removed by order of the Privy Council. Sir William is the son of the late William Snagg, Esq., of St. Vincent, West Indies, and was born in 1806. He was called to the bar at the Middle Temple in 1829, and was appointed Solicitor-General of the island of Grenada in May, 1835. In July, 1847, he was promoted to be Attorney-General of that island, and was raised to the bench in 1856, as Chief Justice of Antigua and Montserrat. The salary of this appointment is £1,000 with fees, while the value of the Chief Justiceship of British Guiana, to which Sir William Snagg is now appointed, is £2,500 per annum. Sir William's first wife died in 1861; and he married secondly, in 1865, Adeline, only daughter of C. H. Okey, Esq., Puisne judge of Antigua. He received his patent of knighthood in 1859.

MESSES. HENRY REGINALD COURTENAY and JAMES FLEMING, barristers-at-law, have been appointed by the Earl of Devon, to be additional Poor Law Inspectors. Mr. Courttenay was called to the bar at the Inner Temple in November, 1864, and has practised on the Western Circuit and at the Exeter sessions.

MR. SAMUEL MARTIN BEALE, solicitor, of Worcester, has been appointed by Robert Kettle, Esq. (Judge of County Courts, Circuit No. 23), to be a Registrar of the Malvern County Court, in succession to Mr. T. T. Gough, deceased. Mr. Beale took out his certificate as an attorney in Trinity Term, 1854, and has served as undersheriff for the city of Worcester.

MR. FRANCIS TREGONWELL JOHNS, solicitor, of Blandford, Dorsetshire (King, Johns, & Traill), has been elected Clerk of the Board of Guardians of the Blandford Poor-Law Union, *vice* Mr. W. H. Atkinson, deceased. Mr. Johns, who was certificated as a solicitor in Easter Term, 1843, is also Deputy Registrar of the Court of the Archdeacon of Dorset, a Perpetual Commissioner, and a Commissioner to administer oaths.

MR. RICHARDSON PEELE, solicitor, of Durham, has been elected Vestry Clerk of St. Margaret's parish, in that city, *vice* Mr. J. E. Marshall, deceased.

## GENERAL CORRESPONDENCE.

Sir,—The case of *Smith v. Piller*, and *Hull v. Murby*, reported in your issue of the 24th ult., are worthy of notice. If Mr. Pitt Taylor's law is not law, it certainly has some standing as a custom, and is I think quite good enough a custom to be universally adopted. But the case of *Smith v. Piller* seems to me all wrong. Here the judgment proceeded on the footing that the notice was insufficient, and yet judgment is given in the plaintiff's favour. I have always thought that the law of a month's warning or a month's wages was equally good for goose and gander. That if a servant was discharged by his master without due notice, he was entitled, besides his wages up to the day, to an extra month by way of forfeit. And on the other hand, if he discharged himself without due notice, that the master might deduct the forfeit in the settlement of the wages account.

Mr. Ody argues, and the county court judge, Mr. Stonor, adopted the position, that the master must pay up in full, and seek his remedy in the county court. Is this so? If it is, I am surprised, and wonder what has become of the law of set-off.

X. Y. Z.

## SCOTCH LAW REFORMS.

Sir,—I refer to my letter which appeared in your journal of 12th September last, and now proceed with further notices of Scottish law incorporations. The next corporation I propose to consider is the

### *Solicitors before the Supreme Court.*

A question has been recently stirred in England, and also in Scotland, whether it would not be better for the proper administration of the law, as well as for the public interest, that there should be no distinction of classes among lawyers—in other words, whether a man found qualified after examination, anyhow, within or without the walls of a college, should not be allowed to choose for himself which branch of the profession he was, or fancied he was, best qualified for, whether that might be barrister or advocate, solicitor or attorney, or it may be all of these together. Of course, in this country the idea seems such a novelty, and our traditional notions are so shocked by it, that it seems to have met with few or no open supporters. The fact that such is the practice in America does not by any means reconcile us to the proposal. I rather, I think, strengthens our repugnance to it; and we think perhaps it is a sufficient answer if we say that that would just be another step to Americanise our institutions. We all know what such an expression means in the mouths of certain politicians. That it is also the rule in our own colonies is not met with the same contemptuous sneer. They are our fellow subjects, many of our professional brethren, are our own personal and college friends and acquaintances, and although we think the rule may do very well enough for the colonies, yet we consider our own the best. In fact, we act on the rule, though in a different sense from that the poet intended—"whatever is, is best."

It may seem strange, yet it is nevertheless the fact, that that was once the rule in Scotland, and when the innovation showed itself of certain persons presuming to act as solicitors, or attorneys, or law agents, in our supreme court—the Court of Sessions—the advocates or barristers promptly proceeded to put it down; and this was the way they did it.

It appears that in September, 1669, a commission had been issued under the Great Seal to inquire into the working of the court at Edinburgh, and though the commissioners were not ready with their report in 1672, they had prepared certain regulations, which were thought might be usefully made law in the meantime. So in 1672, the Scottish Parliament being then sitting, an Act was drawn and passed called "Act Concerning the Regulations of the Judicatoriis," and bears date 30th August in that year, and in Glendock's Edition of the Statutes which I use is numbered xvi. The 31st section of that statute is as follows:—

"In respect, several persons, being neither advocates nor advocates' servants, do take upon them, under the name of agents, to meddle and negotiate in processes, who are found to be of no use, but burdensome to the lieges; that hereafter all the agents be debarred the house, and not permitted to negotiate or manage processes; and recommends



to the Lords of Session to see the same punctually observed."

I can well believe what has been stated, that this regulation was obtained through the influence of the commissioners, the judges, and the advocates; and it is a singular fact that in the whole of these regulations for the improvement of judicial procedure there is no other mention made of agents, or solicitors, or attorneys.

By an Act of Sederunt, that is a regulation of court, adopted in 1678, the clerks of court are prohibited from lending the papers in suits or processes, except to advocates, an indication that these, our authorised agents, were still troublesome to the Court and the Bar. It does not appear at what time agents were allowed to appear in court, but it appears also that they were introduced soon after the institution of the College of Justice (another name for the Court of Session), and were considered to be members of the court and entitled to its privileges; yet it is clear from the regulations and the Act of Parliament just cited that they were only allowed to act in a furtive or clandestine manner, and by no means indicate a high standard of education or high social status. It is further clear that the advocates at the Scottish Bar, for about a century and a half after the institution of the Court of Session, occupied, and, as we have seen, insisted on occupying, the position which the barrister of to-day occupies or may occupy in the United States of North America, in the dominion of Canada, in Australia, and our other colonies. So far, therefore, as Scotland is concerned, we are not without precedent for the principle of "levelling down," or according to fancy, "levelling up," in the profession, and whether with or without precedent, it is not without advocates on this side of the Tweed, and I am free to confess that its adherents are on the increase.

As might have been foreseen, the Scottish advocates, although successful for the time in preventing the recognition of a respectable body of solicitors, were obliged at last to yield to the altered condition of the country in the increase of the population, its growing prosperity, and the consequent increase of legal business. It would appear that there being no rule or standard of qualification, anyone might take upon himself to perform the business of solicitor or agent, and the business, as might have been expected, having fallen into improper hands, the judges and advocates felt it necessary to apply a remedy. In 1754 an Act of Parliament was passed, by which the writers to the signet, advocates' first clerks, and a new body of solicitors were recognised as the only parties entitled to act as solicitors in the Court of Session, and it is from this date that the Solicitors before the Supreme Court (S.S.C. is their abbreviated title) date their origin: with the exception of preparing certain writs, to which I referred in my former letter, the solicitors now act like their brethren, the W.S., as law agents, conveyancers, notaries public, and factors on landed estates. In 1772 another Act of Sederunt was passed, making further regulations for the examination and admission of members. In 1797 the solicitors obtained a Crown charter of incorporation, with the privilege of suing and being sued, and of holding property. All candidates must have acquired a classical education, have attended the university and law classes, and served an indenture with one of the members for five years, or have been an apprentice or clerk to a Writer to the Signet, or clerk to an advocate for the period of five years. These rules have, I believe, been considerably relaxed, particularly as to the period of service, which have in some cases been dispensed with, and an addition been made to the fees paid on admission by way of fine. I believe the fees payable by candidates on admission amount to about £400.

#### *Advocates' First Clerks.*

These were formerly the "servants" of the advocates mentioned in the old Acts of Parliament and Sederunt, and the business now done by the agents of the court was formerly performed by them, not, however, on their own account, but for the interest of their employers. For a long time many advocates granted a letter to some legal practitioner, who may or may not have been his clerk, stating that he was his clerk, and armed with this mission, which was sometimes not correct in fact, or had ceased to be, the holder of the letter was entitled, with or without further qualifications, to set up as a legal agent. The holders of these letters became at last a recognised body, but in 1850 an Act of Sederunt was passed incorporating this society with the solicitors before the Supreme Court for regulating the granting of further letters, so that there are only now

two bodies of practitioners before the Court of Session, the W. S.'s and S. S. C.'s.

#### *Solicitors-at-Law.*

This body has no authority to practise as agents before the Court of Session except to the limited extent which shall be immediately explained. Their proper courts are the Sheriff, the Commissary, the Admiralty and City Courts of Edinburgh. But some years ago, when the Commissary and Admiralty Courts were abolished or amalgamated with the Court of Session, the solicitors-at-law who had previously been entitled to practise in the original courts, were allowed to practise as agents in all proceedings in the Court of Session which would have been competent in the separate courts. The Acts of Parliament which effected these changes were passed in 1830, and the privileges thus accorded were only conferred upon the members of this body who were then alive and during their lives. After thirty-five years it is needless to say that few indeed can now claim the privilege thus conferred, and practically the solicitors-at-law are now simply the ordinary body of solicitors or procurators before the Sheriff Court in Edinburgh. But I believe it is one of the closest legal corporations in Scotland, as no writer to the signet, or solicitor before the Supreme Court, or any agent of any other character is allowed to practise in the Sheriff Courts of Edinburgh; and as I believe the monopoly is in the hands of half a dozen members, the other barristers of the profession in Edinburgh, as well as country practitioners, I am given to understand, complain, and not unjustly, of the narrow and exclusive body.

#### *Society of Advocates of Aberdeen.*

I come next to what may be called the provincial law societies, to distinguish them from those in Edinburgh; and taking them in the order of their antiquity, I begin with the Aberdeen advocates.

In 1685, the practitioners before the Courts at Aberdeen were constituted into a benevolent society, under the patronage of the Commissary of the diocese of Aberdeen of that day. In 1774 a charter was obtained erecting the body into a corporation, and in 1799 another charter with enlarged privileges was obtained. It is not to be wondered at that the legal profession in a university town like Aberdeen should aim somewhat high both in name and reality. It appears that their claim to the title of advocate is of ancient standing, although the ground on which the claim is made is not very well defined. Be that as it may, the claim has been made for more than 300 years, and has been recognised in various ways, among others, in judicial proceedings in the courts, but I am compelled to say that the name goes for nothing among their brethren, for an Aberdeen advocate is simply another name for a procurator before the Sheriff Courts, and is in every respect its equivalent in privileges, and is no more than solicitor or attorney. Entrants to the society must serve a member for five years, and must have attended a regular course of study in the university, as well as have attended the civil law class and the classes of Scots law and conveyancing. It costs each entrant on admission somewhat about £200.

I shall in my next letter send you notices of the Incorporations of Glasgow and Paisley, and shall then proceed to consider the state of the profession as altered by the Procurators Act of 1864.

PROCURATOR.

## IRELAND.

### COURT OF PROBATE.

**RULES and ORDERS for Her Majesty's Court of Probate in Ireland in respect of Proceedings under the "Legitimacy Declaration Act (Ireland), 1868."** (Made under the Provisions of the Statutes 20 & 21 Vict. c. 79, 22 & 23 Vict. c. 31, and 31 & 32 Vict. c. 20.)

By virtue and in pursuance of the provisions of the Statutes 20 & 21 Vict. c. 79; 22 & 23 Vict. c. 31; and the "Legitimacy Declaration Act (Ireland) 1868," I, the Right Honourable Richard Keatinge, Judge of Her Majesty's Court of Probate, with the concurrence of the Right Honourable Abraham Brewster, Lord High Chancellor of Ireland, and the Right Honourable James Whiteside, Lord Chief Justice of Her Majesty's Court of Queen's Bench, do make and issue the following additional Rules and Orders concerning the procedure and practice of the said Court of Probate, in respect of contentious proceedings.

1st. That the several Rules and Orders in respect of contentious proceedings in the said Court of Probate, bearing date the 18th February, 1865, so far as same may be applicable, shall extend to applications and proceedings under the "Legitimacy Declaration Act (Ireland), 1868."

2nd. That all petitions under said "Legitimacy Declaration Act" shall state the several facts and matters on which the petitioner relies as entitling him to the order prayed for by such petition.

3rd. Every petition under said Legitimacy Declaration Act shall be accompanied by an affidavit made by the petitioner, verifying the facts and matters stated in such petition of which he has personal knowledge, and deposing as to his belief in the truth of the other facts and matters alleged in the petition; and every such affidavit shall contain a denial of collusion with any persons or person in relation to such petition, or for the purpose of obtaining the relief prayed for same; provided, however, that if the petitioner in any such petition shall be an infant, under the age of eighteen years, or a person of unsound mind, or if any special reasons exist for not requiring the petitioner to make an affidavit verifying the petition, and denying collusion, the judge, or, in his absence, one of the principal registrars, on an affidavit stating the facts by reason of which it is desired that the petition should be verified by some other person than the petitioner, may by order allow the petition to be verified by some other person to be named in said order, and also allow such other person to make an affidavit denying the collusion.

Dated at Dublin, this 9th day of October, 1868.

(Signed)

A BREWSTER, C.

JAMES WHITESIDE, C.J.

R. KEATINGE,

Judge of the Court of Probate.

## FOREIGN TRIBUNALS & JURISPRUDENCE.

### AMERICA.

#### SUPREME COURT, NEW YORK.

##### *Common Carriers—Limitation of Liability.*

A common carrier cannot limit his liability by a memorandum or note on the card or ticket which he delivers on the receipt of goods to be transported by him. Thus, where, by a memorandum on a receipt for baggage, issued by an express company, it is stated that the liability of the company was "limited to 100 dols. except by special agreement to be noted" thereon, held, that in the absence of any knowledge by the owner of the baggage of such condition, there was no consent to it by him, and no bargain between the parties, limiting the liability of the company.—*Limburger v. Westcott*, 49 Barb.

## OBITUARY.

### MR. H. J. ROSS.

Mr. Henry James Ross, formerly Chief Justice of St. Kitts, in the West Indies, died at his residence, Mount Zion, in the island of Grenada, on the 20th September last. The deceased judge was called to the bar at the Middle Temple in November 1820, and for some years went the Home Circuit, practising also at the Surrey sessions. In 1856 he was appointed Attorney-General of Grenada, where he had been practising for some time previously; and in the following year became Chief Justice of St. Kitts and Nevis; he was also judge of the Complaint Court, and visiting justice of the gaol. He retired from these judicial offices in 1867.

### MR. E. G. DEANE.

We have to announce the death of Mr. Edward Guy Deane, of Liverpool, who died on the 3rd inst. at the age of 77. Mr. Deane was certificated as an attorney in Easter Term, 1812, and filled the office of Clerk to the Paving and Sewerage Commissioners, until their duties were taken over by the Health Committee of the Town Council. He was also one of the Commissioners of Bankruptcy under the old regime, and at the time of his death was the oldest solicitor in Liverpool. Mr. Deane was a Perpetual Commissioner for taking acknowledgments of married women, and a Commissioner to administer oaths in Chancery and Common Law.

## SOCIETIES AND INSTITUTIONS.

### LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society, held at the Law Institution, Chancery-lane, on Tuesday evening last, the legal question, "In the absence of any special provision in the articles of association, has a company, registered under the Companies Act, '862, power to accept bills of exchange or create negotiable instruments," was discussed, and decided by the society in the negative. Ten new members were elected.

## ADMISSION OF ATTORNEYS.

### NOTICES OF ADMISSION.

*Michaelmas Term, 1868, pursuant to Judge's orders.*

The clerks' names appear in small capitals, and the attorneys to whom articulated or assigned follow in ordinary type.]

AITKENS, ROBERT WEBB.—Robert Webb, Birmingham.

BEAUMONT, HARRY.—Hugh Robert Evans, Ely.

BLACKBURN, CHARLES EDWARD.—John Ponsonby, Oldham.

BOWKER, FREDERICK.—Frederick Peake, 6, Bedford-row.

BROUGHALL, JOHN WILLIAM.—John Broughall, Shrewsbury.

BURCHER, FREDERICK.—Henry Saunders, sen., Kidderminster.

CLEOBURY, JHON.—Thomas Mortimer Cleobury, 36, Tavistock-square.

COLLINS, CANNINGS.—Edward Francis Slack, Bath.

DAVIS, GEORGE.—William Morris, 6, Old Jewry.

EASTON, JOSIAH.—Richard Easton, Taunton.

GIBSON, GEORGE HERBERT.—Robert Edward Moore, Plymouth.

HADFIELD, JOHN.—Anthony Berwick, Wigton.

HAWKINS, EDWIN.—Edward Hillman, Lewes.

HENDRIKS, ALFRED.—Josiah Francis Holmes and Frederick Moon, both of 8, Southampton-street, Bloomsbury.

HUMPHREYS, EDWARD LLOYD.—Henry Lloyd, 49, Lincoln's-inn-fields.

JULIUS, ASHLEY ALEXANDER.—Alfred Alexander Julius, 19, Buckingham-street Strand; Harry Curtis Nisbet, 35, Lincoln's-inn-fields.

KING, AUSTIN JOSEPH.—Francis Thornley King, Bath.

LOVETT, HENRY ALBERT.—George Thomas Davies, 43, Mincing-lane; Henry Simpson, Wellington-street, London-bridge.

LUMLEY, WALTER.—Louis Charles Lumley, 15, Old Jewry-chambers.

MORTIMER, GEORGE FERRIS WHIDBORNE.—Thomas Lyde, 1 and 2, Mitre-court-chambers, Temple.

PLUNKETT, EDWARD.—William Alfred Plunkett, 28, Milk-street.

PRICHARD, WALTER STENNETT.—Henry Prichard, 23, Lincoln's-inn-fields.

RENDALL, JOHN WALROND.—Richard Grant Tucker, Tiverton.

ROBERTS, JOHN.—Edward Griffith Powell, Carnarvon.

ROBINSON, TOM.—John Robinson, Easingwold.

SYMES, WILLIAM HENRY.—Francis Edward Smith, Crediton.

THOMSON, JOSEPH.—Philip Smith Cox, 19, Coleman-street, City; George Cox Bompas, 19, Coleman-street, City.

TROMPE, BENJAMIN HUMPHRIES.—Joseph Leech, 65, Moor-gate-street.

VERNEDE, OSCAR.—William Jennings, 34, Lime-street.

WHITEHEAD, SPENCER.—Robert Harding Milward, Birmingham.

WILDE, SPENCER CROUGHTON.—Francis Broderip, 9, New-square, Lincoln's-inn; Alfred Markby, 9, New-square, Lincoln's-inn.

WYNNE, LLEWELYN MALCOLM.—Llewelyn Wynne, 46, Lincoln's-inn-fields.

### *Last Day of Michaelmas Term, 1868.*

BLANSHARD, HENRY EDWARD.—James Henry Ingledew, Newcastle-upon-Tyne.

BODDINGTON, REGINALD STEWT.—John Rogers, 40, Jermyn-street.

BRIDGMAN, EDWARD JOHN.—Harry John Westall, 1, Copthall-court.

GODFREY, EDWARD CROTCH.—Daniel Godfrey, Abingdon.

GRACE, JAMES.—John Barnes Barrow, St. Helens.

HILDER, EDWARD.—George Ade, 9, Bloomsbury-place.  
KELLY, JAMES.—Francis Brown, Peterborough; James Parkinson Taylor, 28, Great James-street, Bedford-row.  
LYNCH, HENRY.—Maurice John Hore, Liverpool  
MANLEY, ALBERT.—William Hewett Manley, Bridport.  
MASTERS, SAMUEL WHEATLEY.—Alexander Forbes Tweedie, 5, Lincoln's-inn-fields.  
RHODES, WILLIAM JOHN.—Samuel Younge, Sheffield.  
ROLT, DANIEL WALTER.—William Flux, 1, East India-avenue, City.  
SAMPSON, JOSEPH.—John Lamb, Manchester.  
THOMAS, LEWIS REES.—Hugh Jones, Carnarvon.  
TORDIFFE, THOMAS WILLIAM WOLFERSTON.—Charles George Henry Saint Patrick and Thomas Parr, both of Bristol.  
WEATHERHEAD, JAMES THOMAS.—Thomas Beard, 10, Basinghall-street.  
WILLIAMS, DAVID THEODORE.—Edward Scott and Edward Scott, both of Wigan  
WORTHINGTON, CHRISTOPHER.—John Egerton Ward, Congleton.

[For previous names see vol. 12, p. 659.]

NOTICE OF APPLICATION TO BE RE-ADMITTED  
In Hilary Term, 1869.

Leigh, Alfred, Baguley Northenden, near Manchester.

NOTICES OF APPLICATIONS TO TAKE OUT  
OR RENEW ATTORNEYS' CERTIFICATES.

26th November, 1868.

Airey, George Symons, Jamaica; Charing-cross Hotel; 4, Bloomsfield-street; 4, Chilworth-street, Westbourn-terrace  
Amos, John James, 10, New-square, Lincoln's-inn; 39, Regent's-square.  
Anstie, Frederick, Devizes.  
Banks, John Daniel, 39, King Henry's-road, Hampstead.  
Banks, William Lawrence, Pontywal Hall, Brecon.  
Barker, Charles Munro, Sunderland.  
Benning, Albert Frederick, Tynemouth; and Durham.  
Bleack, Charles Albert, 3, Garden-court, Temple; Warminster.  
Briggs, Frederick, 1, Linsey-terrace, Blue Anchor-road.  
Cooke, Frederick Duckering, Alford and Derby.  
Davies, Robert Henry, 3, Farnival's-inn.  
Daw, Samuel John, jun., 18, Warwick-gardens, Kensington.  
Farmer, George Noble, 64, Carlton-street, Kentish-town.  
Feuillade, Francis, Christchurch-street, Chelsea; and 8, Albert-villas, Stratford, Essex.  
Freeborn, George, Buckhurst-hill.  
Goode, William Henry, 20, Clarence-terrace, Seven Sisters-road.  
Gould, Nathaniel, Manchester.  
Griffin, Robert, 8, Ryder-street, St. James's.  
Harrison, Cartmell, 24, Welbeck-street; Thames Ditton; and 68, Lincoln's-inn-fields.  
Harvie, Edgar Christmas, 54, Gloucester-crescent, Regent's-park; 11, Provost-road, Haverstock-hill; and 3, New Broad-street.  
Hebb, William, Ross.  
Henderson, Thomas Purves, 18, Billiter-street; and Coldstream, Berwick.  
Horne, Henry Percy, 33, Russell-square.  
Howard, Alfred, Manchester; and 35, Gloucester-street, Queen's-square.  
Hoyle, George William, Calcutta; and Rotherham, Yorkshire.  
Hudson, William Henry, 13, Manchester-street, Argyle-square; and 10, Ormond-street, Hammersmith.  
Ikin, Henry, 45, Stockwell park-road; and 30, Albert-square, Clapham-road.  
Jackson, Richard, Ross.  
James, Henry George, Crewkerne.  
Jones, Howard Charles, 174, Blackfriars-road.  
Judge, William Gibbard, 13, Somerset-terrace, Stoke Newington; and 16, Catherine-grove, Greenwich.  
Lander, John Gilbert, 7, Priory-road, Kilburn.  
Longley, Frederick Henry, 3, Mott's-lane; 60, Britanniarow; and 34, Baxter-road, Islington.  
Meriton, Edward Busick, Dieppe, France; and Surbiton, Surrey.  
North, John William, Wakefield.

Parker, Robert, Dagnall-park; and 1, Upland villas, Sehurst, Surrey.  
Pater, John James, 3, Bickerton-road, Highgate; and 33, Store-street.  
Pope, William, Donnington-on-Bain, Lincoln; and 17, Loddiges-road, Hackney.  
Poulton, Henry, Bristol.  
Reade, Compton, Malvern-Lodge, Kilburn-park, Willesden.  
Tanner, Alexander Robert, 55 and 76, Albert-street, Regent's-park; 9, Sutherland-place, Pimlico; Blackheath, Kent; and 7, Godliman-street, Doctors'-commons.  
Thairlwall, Frederick James, 97, Queen's-crescent, Haverstock-hill; and 169, Gloucester-road, Regent's-park.  
Thompson, Richard, Tinniswood, Manchester.  
Tilsley, Hugh, 35, Keppel-street, Russell-square.  
Weatherhead, William, 428, New Cross-road; and Berwick-upon-Tweed.  
Weddell, Robert, 15, Granville-square.  
Wheeler, Frederick George, 11, Oberstein-road, New Wandsworth.  
Whitlow, Thomas, Altrincham.  
Woodhouse, Joseph Carpenter, Leominster.

THE SCOTCH LAW COMMISSION.—At a meeting of the Society of Solicitors before the Supreme Courts, held in Edinburgh on Tuesday, resolutions were adopted condemnatory of the composition of the Scotch Law Commission; and it was agreed to send a representative to Government, calling on them to reconstitute the Commission on a more satisfactory basis.—*Times*.

THE GENERAL ELECTION.—The nominations and unopposed elections for English boroughs are expected to be held on Monday, the 16th. The contested borough elections may take place the day following; county elections will take place a few days later. If the new Parliament assembles on Wednesday, the 9th of December, the form of swearing-in members will be proceeded with, and public business will commence on Monday, the 14th of December.—*Express*.

At the Central Criminal Court, on Oct. 30, Frederick Augustus Farrar, of Clement's-inn, solicitor, was convicted of forging and uttering an acceptance to a bill of exchange for £800, purporting to be signed by the Earl of Dudley, with intent to defraud. Another indictment against the prisoner having been postponed until next sessions, Mr. Justice Byles deferred sentence until then.

In Portland, Maine, a young lady acts as clerk of the Probate Court, and has performed its duties for about two years. In the surrogate office at Rochester a lady holds the same position.—*Chicago Legal News*.

COURT PAPERS.

COURT OF PROBATE,

AND

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Michaelmas Term, 1868.

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.  
Wednesday..... November 18

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Saturday .....	Nov. 7	Friday .....	Nov. 20
Thursday .....	" 12	Saturday .....	" 21
Friday .....	" 13	Wednesday .....	" 25
Saturday .....	" 14	Thursday .....	" 26
Wednesday .....	" 18	Friday .....	" 27
Thursday .....	" 19	Saturday .....	" 28

TRIALS BY JURY.

Wednesday .....	Dec. 2	Friday .....	Dec. 11
Thursday .....	" 3	Saturday .....	" 12
Friday .....	" 4	Wednesday .....	" 16
Saturday .....	" 5	Thursday .....	" 17
Wednesday .....	" 9	Friday .....	" 18
Thursday .....	" 10	Saturday .....	" 19

The trials of causes in the Court of Probate will be taken first, unless otherwise ordered by the judge.

The judge will sit in chambers at eleven o'clock to hear summonses, and in court at twelve o'clock to hear motions, on Tuesday, Nov. 10 and each succeeding Tuesday until Tuesday, Dec. 22, inclusive.

All papers for motions in the Court of Probate must be left with the Clerk of the Papers in the registry of that



court at Doctors'-commons, and for motions in the Court for Divorce and Matrimonial Causes. with the Chief Clerk, in the registry of that court at Doctors'-commons, before two o'clock on the preceding Thursday.

## COURT OF CHANCERY.

## CAUSE LIST.

Michaelmas Term, 1868.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

## Appeals.—1867.

- Thomas v Cresswell (M.—April 17)  
 Forbes v Steven, Mackenzie v Forbes, Forbes v Bowman (W.—June 15)  
 Bovill v Smith (W.—Nov. 25) 1868.  
 Horsley v Cox (R.—Jan. 29)  
 Clinch v Financial Corporation, (Limited) (W.—April 25)  
 Edleston v Crossley (W.—May 16)  
 Aberaman Iron Works Co. (Limited) v Wickens (M.—June 6)  
 Coles v Bristowe (M.—June 15)  
 Attorney-Gen. v The Ely, Haddenham, & Sutton Ry. Co. (R.—June 16)  
 Plant v Daniell (G.—June 19)  
 Wietlesbach v Scott (S.—June 24)  
 Thomas v Nokes (R.—July 1)  
 The Maritime Credit Co. (Limited) v Savill (S.—July 2)  
 Wyley v Evans (R.—July 3)  
 Evans v Wyley (R.—July 3)  
 Finch v Bishop (W.—July 8)
- Finch v Davis (W.—July 8)  
 Wing v The Tottenham & Hampstead Junction Ry. Co. (M.—July 9)  
 Lyon v Home (G.—July 11)  
 Sharpe v Foy (S.—July 13)  
 Turquand v Marshall (R.—July 17)  
 Bell v Blyth (R.—July 24)  
 Walford v Walford (S.—July 25)  
 Curling v Child (R.—July 28)  
 Turquand v Marshall (R.—Aug 1)  
 Attorney-Gen. v Cambridge Consumers Gas Co. (Limited) M.—Aug. 8)  
 Downs v Herne Bay, Hampton & Reculver Fishery Co. (S.—Aug. 8)  
 Attorney-Gen. v Committee of Visitors of Colney Hatch Lunatic Asylum (M.—Aug. 19)  
 Ezlin v Dryden (S.—Sept. 3)  
 Wellesley v Mornington (M.—Sept. 25)  
 Breckon v Russell (M.—Oct. 2)  
 Hodsdon v Dancer (R.—Oct. 2)

## Before the MASTER OF THE ROLLS.

## Causes, &amp;c.

- Verelst v Midland Ry. Co. m d  
 Atherley v Isle of Wight Ry. Co. m d  
 Aitchison v Stevens. m d  
 Atherley v Isle of Wight Ry. Co. m d  
 Mullins v Hussey. m d  
 Bovill v Hitchcock. c, ev. vi. vo.  
 Earl Beauchamp v Winn. c, w  
 Lockett v Cary. c, w  
 Meryett v Martin. m d  
 Margrave v Harries. m d  
 Watson v The North-Eastern Ry. Co. c, w (Nov. 3)  
 The Hope Mutual Life Assurance & Honesty Guarantee Society v Edwards c (Nov 4)  
 Earl Beauchamp v Winn c, w  
 Whitaker v Brown. c  
 Cooper v Hoar. m d  
 Peirce v The Watford and Rickmansworth Ry. Co. f c  
 Cooper v Cooper. m d, w  
 Heyman v The European Central Ry. Co. m d  
 Grumow v Short. m d  
 Hollick v Hiett. f c  
 Simmons v Earl. c  
 Watkin v Grave. m d  
 Betts v Bescopy. sp c  
 Newton v Hallett. m d  
 Sweny v Smith. c  
 Attorney-General v Sidney Sussex College, Cambridge. f c  
 Banks v Goodfellow. m d  
 Long v Iggulden. m d  
 Carrick v Ford. c
- Caron v Fremlin. c  
 Wonham v Machin. m d  
 Gwynne v Gell. c  
 Beasley v Carter. m d  
 Haynes v The Metropolitan Ry. Co. m d  
 Eagles v Springett. m d  
 Webb v Hart. m d  
 Kirkby v Mearbeck. f c, and pet  
 Ware v The Tottenham & Hampstead Junction Ry. Co. m d  
 Miller v Marriott. m d  
 Martell v Tucker. m d  
 Hardwick v Wright. f c  
 In re Warder, Warder v Gunning. f c  
 Smith v Davis. f c  
 Yates v Cox. m d  
 Branker v Carne. f c  
 In re Millett. Edmonds v Millett. f c  
 The Master, &c., of Tallow Chandlers' Co. v The Great Eastern Ry. Co. m d  
 Attorney-General v Isbury Almshouses. f c  
 Gillard v Harvey. m d  
 Hawley v Dawson. f c  
 Fildes v Nelstrop. m d  
 Dickson v Hook. f c  
 Hook v Richardson. c  
 Fowler v Fowler. m d  
 Morris v Jeavons. f c  
 Frew v Strange. f c  
 Withington v Tate. m d  
 In re Willan, Willan v Maples. f c

## Before the Vice-Chancellor SIR JOHN STUART.

## Causes.

- Lumley v Desborough. exons to an  
 Gibbs v Ross. exons to an  
 Dear v Beckwith. m d  
 Clough v Vawdrey. f c
- Auster v Haines. f c  
 Holland v Gregory. c, w  
 Clough v Vawdrey. m d  
 Beadell v Perry. m d  
 Penfold v Reynell. f c

- Laker v Peasley. c  
 Pascoe v Nicholls. m d  
 Pigeon v Stewart. c, w  
 Price v Power. c  
 Marshall v Gilliard. c  
 Prosser v Jenkins. c, w  
 Gray v Gundry. c  
 Attorney-General v Stroud. c  
 Stockwell v Yeates. m d  
 Beattie v Lord Ebury. m d, w  
 Lyle v Hamilton. m d  
 The Mediterranean Hotel Co. (Limited) v Rayment. m d  
 Whitney v Smith. c, w  
 Crowther v Crowther. f c  
 Postlethwaite v Moffatt. c, pro con  
 Impey v Mayne. m d  
 Malcolm v The Dock Co. of Kingston-upon-Hull. f c and sums  
 Waterson v French. c  
 Bentley v Great Eastern Ry. Co. m d  
 Turton v Meacham. m d  
 Huggins v Robinson. f c  
 Wyld v Chislett. m d  
 James v James. c, w  
 James v James. c  
 Duncan v Pond. f c  
 James v Cane. m d  
 Kirk v Atkins. m d  
 Collett v Lilwall. m d  
 Gronow v Wilks. m d  
 Foster v Foster. f c and sums
- Bird v Metropolitan Ry Co. m d  
 Mackenzie v Martin. m d  
 Harman v Charsley. Ap from County Court of Buckinghamshire  
 Wilkinson v Jonghin. f c  
 Slaymaker v Syer. f c  
 De Nicols v Abels. m d  
 Gordon v Gordon. f c  
 Hustwaite v Turnell. c  
 O'Malley v Blease. m d  
 Crow v Pettengill. c  
 Cook v Cook. f c  
 Laverton v Nash. f c  
 Stiff v The Local Board for District of Eastbourne. m d  
 Allan v Cooke. c  
 Gort v Clark. f c  
 Power v Collingwood. f c  
 Legge v Legge. f c  
 Jackson v Jackson. f c  
 Rudd v Aislabie. f c  
 Elford v Whitehead. f c  
 Lamprell v Mortlock. c  
 Widdowson v Kitchen. f c  
 Clarke v Clarke. m d  
 Garnis v Langton. m d  
 Henry v Smyth. f c  
 Chidgey v Whitty. m d  
 Barrett v The Metropolitan Ry. Co. m d  
 Vaughan v Burley. c  
 Jackson v Brittan. c  
 Smith v Kell. f c

## Before the Vice-Chancellor Sir RICHARD MALINS.

## Causes, &amp;c.

- Whittemore v Whittemore. Hare v The London Brighton & South Coast Ry. Co. m d  
 Johnson v Hodgson. c, w  
 International Bank (Limited) v Gladstone. m d  
 Bruce v Brown. m d  
 Michael v Frupp. c  
 Prudential Assurance Co. v Thomas m d pt. hd.  
 Butler v Cumpston. m d  
 Cox v Smith. m d pt. hd.  
 Muggeridge v Adams. m d  
 Ashman v James. c  
 Southey v James. m d  
 The Metropolitan Board of Works v Sant. m d  
 Parker v Stones. m d  
 Gardiner v Hoy. m d  
 White v The British Mutual Life Assurance Co. m d  
 Fordham v Sworder. m d  
 Bolden v Adcock. m d  
 Innes v Nelson. m d  
 Fraser v Radloff. m d  
 Lipscomb v Lipscomb. sp c  
 Busby v Borgnis. m d  
 Sharpin v Symons. m d  
 Morris v Walters. m d  
 The British Equitable Assurance Co. v The Great Western Railway Co. m d  
 Burbey v Perrin m d  
 Beaty v Carson. m d  
 Inchbald v Robinson. c  
 Tooth v Hallett. m d  
 Fytche v Fytche. m d  
 Ringrose v Dugdale. m d  
 Judkin v Allen. m d  
 Benn v Bates. m d  
 Mathieson v Harrod. m d  
 The Midland Banking Co. (Limited) v Chambers. c  
 Sale v The Surrey & Sussex Junction Ry. Co. m d  
 Hubbard v Sir T. F. F. Boughey. c  
 Adams v Adams. m d  
 Alecock v Goddard. m d  
 Tillet v Andrews. m d  
 Catton v Young. m d  
 Salt v The Hereford Hay & Brecon Ry. Co. m d  
 Paton v Cladish. m d  
 Justice v Payne. m d  
 Watt v Muirhead. m d
- Hare v The London Brighton & South Coast Ry. Co. m d  
 Rivoltav The Metropolitan Ry. Co. c  
 Maxwell v Walters. m d  
 Marriott v Abell. f c pt hd  
 Parker v Watson. c  
 Kent v Wickens. m d  
 Pincent v The Vestry of the Parish of Kingsteinton. m d  
 Brown v Bruce. c  
 Watson v Newstead. m d  
 Turner v Clowes. c, w  
 Bryden v Willett. m d  
 Dixon v Holden. m d  
 Hunt v Tween. m d  
 Symes v The Cambrian Rys. Co. c  
 Miers v Whiteley. m d  
 Dickinson v Barclay. m d pt hd  
 Marks v Marks. c  
 Taylor v Dowlen. m d  
 Bates v Gaylor. m d  
 Coles v Morris. m d  
 Mitchell v The Great Eastern Ry. Co. c  
 Stevens v Bowen. c  
 Bastard v Paige. sp c.  
 Crickmore v Freestone. m d  
 Williamson v Bateman. m d  
 Wimble v Miller. m d  
 Wright v The Seed Crushing Trial Co. (Limited). m d  
 Wright v Larmuth. f c & s  
 Tricks v Hobbs. m d  
 Blest v Asslin. c, w  
 Johnson v Lander. m d  
 Perrin v Burbey. m d & s  
 Dear v The Clarence Hotel Co., Dover, (Limited). c  
 Clarkson v The Great Eastern Ry. Co. m d  
 The Metropolitan Bank (Limited) v Nott. m d  
 Crossley v Dixon. c  
 Rabbitts v Wormald. m d  
 Bull v The Ventnor Harbour Co. m d  
 Drax v The Somerset & Dorset Ry. Co. m d  
 Armitage v Ashton. m d  
 Bigge v Darnell. c  
 Hallett v Commissioners of Works. m d

Earl of Romney v Sevenoaks, Maidstone & Tunbridge Ry. Co. m d  
 Harrington v The Millwall Iron Works, Shipbuilding, & Graving Docks Co. (Limited). m d  
 Wyburn v Webber. m d  
 Paton v Webber. m d  
 Bass v Dawber. m d  
 Flight v Finch. m d  
 Roberts v The Great Eastern Ry. Co. m d  
 Lironi v The Great Eastern Ry. Co. m d  
 Peters v Elliott. c, w  
 Thornecroft v Wells. c, w  
 Gale v Standfield. m d  
 Skyes v Marsland. m d  
 Davies v Sear. m d  
 Heath v The Metropolitan Ry. Co. m d  
 Rivolta v The Metropolitan Ry. Co. c  
 Moore v Brown. sp c  
 Stoughton v The Great Eastern Ry. Co. c  
 Knowles v Clarke. m d  
 Edwards v Smith. c  
 Elsdale v Whaley. m d  
 Hughes v Whitworth. m d  
 Anson v Towgood. f c & 2 s pt hd  
 Rudall v Martin. c  
 The Ecclesiastical Commissioners for England v Marshall. m d  
 The London & North Western Ry. Co. v The Metropolitan Ry. Carriage & Wagon Co. (Limited). m d  
 The Leeswood Main Coal Cannel & Oil Co. (Limited). v Jones. m d  
 Rankin v The Hop & Malt Exchange & Warehouse Co. (Limited). c  
 Collins v Collins. m d  
 Reeve v Whitmore, Martin v Whitmore. f c & s to vary cert (Nov. 9)  
 Newbery v The Commissioners of Her Majesty's Works & Public Buildings. m d  
 Villiers v Dierden. m d  
 Thwaites v Thwaites. m d  
 Simpson v Ring. m d  
 Swan v Oliver. m d  
 Mann v Grylls. m d  
 Speary v Speary. c

Before the Vice-Chancellor SIR G. M. GIFFARD.

*Causes, &c.*

Hook v Coles. s c  
 Thompson v The Atlantic Telegraph Co. m d  
 Brandies v the Dublin & Meath Ry. Co. m d  
 Powell v Elliot. m d  
 Lound v Kelday. c  
 Piggott v The Anglo-American Telegraph Co. ex to an  
 Foulkes v Davies. dem  
 Scott v Rayment. dem  
 Durnford v Shipman. ex to an  
 Horwood v George. p  
 Newall v Telegraph Construction & Maintenance Co. (Limited). c w  
 Newall v Telegraph Construction & Maintenance Co. (Limited) trial without a jury  
 Maitland v Chartered Mercantile Bank of India, London, & China. c  
 Taylor v Broadwater. m d  
 Williams v Homfray. c  
 Sichel v The Mercantile & Exchange Bank (Limited). m d, w  
 Arrizoni v Guanziroli. c, w

Middleton v The Great Eastern Ry. Co. m d  
 Bulmer v Hunter. c  
 Goodford v The Stonehouse and Nailsworth Ry. Co. m d  
 Daws v Rowland. m d pt hd  
 Page v Wisden. m d, plaintiff to be cross-examined.  
 Banks v Williams. m d  
 Appleton v Rowley. f c  
 Main v Fleming. m d  
 Nichols v Somerville. m d  
 Penny v Penny. m d  
 Morgan v Thomas. m d  
 Narraway v Beattie. m d  
 Gough v Ety. m d  
 Landon v Judge. m d  
 Gartside v Shawyer. m d  
 Aylward v Dedman. f c  
 Hodgkinson v Woolliscroft. m d  
 Agra Bank v Symons. m d  
 Woodridge v Edgell. m d  
 Ponsford v Widnell. m d  
 Cutler v Savill. m d  
 Stein v Ritherden. f c  
 Deakin v Spittle. f c  
 Guedalla v Baring. m d  
 Chapman v Hodgkin. m d  
 Alston v Orme. f c  
 Reay v Skilbeck. f c  
 Catling v The Great Northern Ry. Co. m d  
 Braddon v Kelly, Braddon v Guerritore. subsequent f c  
 Best v Minns. c  
 Skirrow v Skirrow. f c  
 Agra Bank v The Queensland Sheep Investment Co (Limited) c  
 Crossley v Dorning. c  
 Green v Taylor. m d  
 Inchbald v Barrington. c  
 Wrench v Wynne. f c  
 Denney v Wenn. m d  
 Wadsworth v Johnson. m d  
 Inglis v Cave. c  
 Phillips v Higgin. m d  
 Hill v Royds. m d  
 Cahill v Moreton. c  
 Marling v The Stonehouse and Nailsworth Ry. Co. m d  
 Payne v Morris. f c  
 Langton v Garniss. m d  
 Jacobs v Crick. m d  
 Brittan v Smallpiece. c  
 Shaw v Wilson f c  
 Pronje v Matthews. m d  
 Plume v Weston. m d  
 Gardner v Durrant. c

The London Bank of Mexico & South America (Limited) v Hart. c  
 Earl of Ashburnham v The London, Brighton & South Coast Ry. Co. m d  
 Dobson v Boroness. tr by jur  
 Williams v Reynolds. c, w  
 Tremingham v Maud. m d  
 Whitehouse v Moore. c, w  
 Hargreaves v Elliot. c w  
 The Ottoman Co. (Limited) v Farley. c  
 Attorney-General v Lowe. c w  
 The Dorchester Antelope Hotel Co. (Limited) v Gardiner. m d  
 Roberts v Moreton. c w  
 Thorp v Holdsworth. c  
 Barnard v Bywater. m d  
 Isaac v Hughes. m d  
 Lys v Lys. m d  
 Ward v Dowling. c  
 Marsh v The Midland Ry. Co. m d  
 Gray v Lewis. c  
 Rees v Braidley. c  
 Wollaston v King. m d  
 Warman v Zeal f c

Greet v Blake. m d  
 Jackson v Sparks. s c  
 Pugh v Drew. m d  
 Wilson v Wilson. m d  
 Marshall The Glamorgan Iron & Coal Co. (Limited). c  
 Pears v Laing. m d  
 Farrell v Randall. m d  
 Bellew v Bellew. f c  
 Hind v Hutchinson. m d  
 Rotch v French. m d  
 Briant v Tebbut. f c  
 The Coed Talon Colliery Co. (Limited) v The Leeswood Cannel & Gas Coal Co. (Limited). c  
 Swinburne v Swinburne. m d  
 Prance v Rowland. m d  
 Matterson v Elderfield. s c  
 Walter v Parker. m d  
 Hicks v Powell. m d  
 Baillie v Wallace. m d  
 Lockwood v Samuel. c  
 Earl Somers v The Metropolitan Railway Co. m d  
 Turner v Johnson. s c  
 Austis v Counter. f c  
 Cary v Knowles. f c  
 Flanagan v The Great Western Ry. Co. m d  
 McEwen v The London, Bombay, & Mediterranean Bank (Limited). f c  
 Martyn v Stocker c  
 Thomas v Richards c

Tollemache v Tollemache. f c  
 Moxon v Bright. m d  
 Corden v Owens m d  
 King v The Midland Ry. Co. m d  
 The Bank of Turkey (Limited) v The Ottoman Co. (Limited). c  
 Mew v Wakeford. f c  
 Laxston v Dempster. c  
 Phillips v Phillips. m d  
 Bate v Goldfinch. m d  
 In re Bowyer's Estate, Bellamy v Bowyer. f c  
 Morris v Ashbee. m d  
 Edwards v Thompson. s c  
 Gibbons v Drew. m d  
 Blacklock v Grindle. s c  
 Owen v Webb. m d  
 Veitch v Powell. c  
 Hilditch v The Prudential Assurance Co. m d  
 Rangel v Strachan. m d  
 Allen v Allen. sub f c  
 Grey v Fraser. c  
 Peek v Peek. m d  
 May v May. f c  
 Charlton v Earl of Durham. c  
 Stamp v Anderson. c  
 Anderson v Stamp. c  
 Hulton v Hulton. f c  
 Pickering v Minto. m d  
 Bridge v Hart. m d  
 Williams v Gundry. m d  
 Cottrell v Gem. f c

### COMMON PLEAS.

List of appeals against the decisions of the revising barristers transmitted to the masters of the Court of Common Pleas, pursuant to the statute 6 Vict. c. 18, s. 62.

1. Lancaster, County of .. Chorlton v. Lings.
2. Lancaster, S.E. Division Same v. Kessler and Another.
3. Lancaster, S.E. Division Same v. Johnson.
4. Lancaster, S.E. Division Same v. Same.
5. Malmesbury, Boro' of.. Jones v. Bubb.
6. York, County of ..... Richardson v. Swarbeck
7. Horsham ..... Aldridge v. Medwin.
8. Malmesbury ..... Bishop v. Jones.
9. Same ..... Hanks v. Jones.
10. Lancaster ..... Wilson v. Town Clerk of Salford.
11. Same ..... Moore v. Same.
12. Cambridge ..... Barnes v. Peters.
13. Same ..... Perowne v. Same.
14. Same ..... Bakewell v. Same.
15. Whitehaven ..... Mason v. Bennett and Others.
16. Ipswich ..... Mulliner v. Town Clerk of Ipswich.
17. Westminster ..... Gregory and Another v. Turner.
18. Southwark ..... Lawrence v. Gresham.
19. Lancaster ..... Bennett v. Brumfitt.
20. Hastings ..... Novis v. Town Clerk of Hastings.
21. Same ..... Same v. Same.
22. Gloucester ..... Law v. Maitland.
23. Penryn ..... Moon v. Andrew.
24. Same ..... Annear v. Tresidder.
25. Gloucester, E. Division Hall v. Francis.
26. Northampton, S. Divsn. Robinson, jun., v. Ainge.
27. London ..... Cuthbertson v. Hains.
28. Same ..... Same v. Dillmitt.
29. Northallerton ..... Trotter v. Trevor.
30. London ..... Cuthbertson v. Butterworth.
31. Lancaster ..... Bennett v. Brumfitt.
32. Merioneth ..... Jones v. Parry.
33. Same ..... Williams v. Davies.
34. Same ..... Jones v. Jones.
35. Same ..... Jones v. Jones.
36. Same ..... Jones v. Thomas.
37. Same ..... Jones v. Pritchard.
38. Kent ..... Norris v. Pilcher.
39. Same ..... Same v. Same.
40. Same ..... Same v. Same.
41. Burnley ..... Ainsworth v. Creeke.
42. London ..... Hains v. Cuthbertson.
43. Denbigh ..... Clarke v. Brown.
44. Same ..... Barratt v. Clarke.
45. Same ..... Booth v. Clarke.
46. Lancaster ..... Brumfitt v. Bennett.
47. Cokermonth ..... Newby v. Bowden, the elder.
48. Newport ..... Morris v. Arnold.
49. Durham ..... Trotter v. Watson.
50. Hereford ..... Fryer v. Bodenham.
51. York ..... Barrett v. Perkin.

52. York .....	Jefferson v. Carter.
53. Horsham .....	Medwin v. Streeter.
54. York .....	Taylor v. Gainsford.
55. Gloucester .....	Trenfield v. Lowe.
56. Cardigan .....	Lloyd v. Williams.
57. Lancaster .....	Swarbrick v. Bewick.
58. Gloucester .....	Leonard v. Shuttlewood.
59. Same .....	Same v. Spencer.
60. Same .....	Same v. Everdell.
61. York .....	Parker v. Town Clerk of Wakefield.
62. Cardigan .....	Williams v. Morgan and Another.
63. Gloucester .....	Britten v. Leonard.
64. Same .....	Barnes v. Same.
65. Same .....	Mills v. Williams.
66. Same .....	Baldwin, jun., v. Averill.

Saturday 7th, Monday 9th, Tuesday 10th, Wednesday 11th, Friday 13th, Tuesday 17th, Wednesday 18th, Friday 20th, and Tuesday 24th days of November inst., on which days the Court will proceed to hear the same in the order in which they are entered, except cases involving similar points, which will follow each other.

### EXCHEQUER CHAMBER.

#### SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

Thursday .....	Nov. 26	Saturday .....	Nov. 28
Friday .....	" 27		

#### COMMON PLEAS.

Monday .....	Nov. 30	Wednesday .....	Dec. 2
Tuesday .....	Dec. 1		

#### EXCHEQUER.

Thursday .....	Dec. 3	Friday .....	Dec. 4
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### PUBLIC COMPANIES.

LAST QUOTATION, Nov. 6, 1868.

[From the Official List of the actual business transacted.]

#### GOVERNMENT FUNDS.

3 per Cent. Consols, 34½	Annuities, April, '85
Ditto for Account, Dec., 94½	Do (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 92½	Ex Bills, £1000, per Ct. 20 p m
New 3 per Cent., 92½	Ditto, £500, Do 20 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200 20 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per
Do. 5 per Cent., Jan. '78	Ct. (last half-year) 246
Annuities, Jan. '80 —	Ditto for Account,

#### INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 215	Ind. Inf. Pr., 5 p Ct., Jan. '79 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 111
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '84 —
Ditto 4 per Cent., Oct. '88 103½	Do. Do. 5 per Cent., Aug. '73 106
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000 20 p m
Ditto Exchanged Ppr., 4 per Cent. 92½	Ditto, ditto, under £1000, 20 p m

#### RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter .....	100	78
Stock	Caledonian .....	100	73 x d
Stock	Glasgow and South-Western .....	100	92
Stock	Great Eastern Ordinary Stock .....	100	43½
Stock	Do., East Anglian Stock, No. 2 .....	100	81
Stock	Great Northern .....	100	105½
Stock	Do., A Stock .....	100	104
Stock	Great Southern and Western of Ireland .....	100	97
Stock	Great Western—Original .....	100	49½
Stock	Do., West Midland—Oxford .....	100	28
Stock	Do., New-Port .....	100	32
Stock	Lancashire and Yorkshire .....	100	128½
Stock	London, Brighton, and South Coast .....	100	49½
Stock	Le. don, Chatham, and Dover .....	100	166
Stock	London and North-Western .....	100	111½
Stock	London and South-Western .....	100	88
Stock	Manchester, Sheffield, and Lincoln .....	100	47½
Stock	Metropolitan .....	100	106
Stock	Midland .....	100	111½
Stock	Do., Birmingham and Derby .....	100	80
Stock	North British .....	100	45
Stock	North London .....	100	123
Stock	North Staffordshire .....	100	32½
Stock	South Devon .....	100	58
Stock	South-Eastern .....	100	78
Stock	Do., deferred .....	100	52½
Stock	Tull Vale .....	100	148

\* A receives no dividend until 5 per cent. has been paid to B.

### INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
£	£ s. d.	£ s. d.	£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County .....	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle .....	50	5 0 0	6 17 6
10000	7½ 2s 6d pc	Equity and Law .....	100	6 0 0	7 15 0
20-00	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	96 0 0
4500	5 per cent	Do. New .....	50	50 0 0	45 0 0
5000	5 & 3 sh b	Gresham Life .....	20	5 0 0	...
20000	5 per cent	Guardian .....	100	50 0 0	51 5 0
20000	...	Home & Col. Ass., Limitd.	50	5 0 0	1 0 0
7500	10 per cent	Imperial Life .....	100	10 0 0	15 10 0
50000	6 per cent	Law Fire .....	100	2 10 0	3 10 0
10000	32½ pr cent	Law Life .....	100	10 0 0	98 10 0
100000	10 per cent	Law Union .....	10	0 10 0	0 16 6
20000	5½ 17s 6d pc	Legal & General Life .....	50	8 0 0	9 0 0
20000	5 per cent	London & Provincial Law	50	3 17 8	4 10 0
40000	10 pc & bs	North Brit. & Mercantile	50	5 5 0	17 0 0
2500	12½ & bns	Provident Life .....	100	10 0 0	38 0 0
699220	20 per cent	Royal Exchange .....	Stock	All	300 0 0
—	6½ per cent	Sun Fire .....	...	All	170 0 0

### MONEY MARKET AND CITY INTELLIGENCE.

The week which has just elapsed has not witnessed any rally from the depression of the week before. At its commencement, indeed, the funds advanced, but immediately fell back. Railway securities have fluctuated considerably, having occasionally been extremely depressed. They show, at the latest, a disposition to rise, which may, however, be a mere oscillation. Foreign securities, though subject to rather more than usual fluctuation, have been stronger than other investments. Contrary to expectation, the bank rate of discount has not been raised.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

DWYER—On Sept. 22, at Cape Town, Cape of Good Hope, the wife of the Hon. Mr. Justice Dwyer, of a son.  
HOLLAND—On Nov. 1, at Wimbledon, the wife of E. Thurstan Holland, Esq., Barrister-at-Law, of Lincoln's-inn, of a daughter.  
LATHAM—On Oct. 23, at 1, Torbay-terrace, Torquay, the wife of F. L. Latham, Esq., Barrister-at-Law, of a son.  
SMITH—On Oct. 30, at No. 2, Chester-square, Belgravia, the wife of A. L. Smith, Esq., Barrister-at-Law, of a son.  
STREET—On Nov. 5, at 10, Abchurch-lane, Hyde-park, the wife of John Bamfield Street, Esq., Barrister-at-Law, of a son.

#### MARRIAGES.

BRANDT—SOLE—On Sept. 22, at St. James's, Piccadilly, William, son of the late Robert Brandt, Esq., of Lincoln's-inn, Judge of County Courts and J.P. in the county of Lancaster, to Fanny, daughter of the late John Soe, Esq., of Sheerness, Kent.  
HOLDEN—AINSWORTH—On Oct. 29, at St. James's Church, Breightmet, Lancashire, Charles Henry Holden, Esq., Solicitor, of Bolton, to Mary Agnes, daughter of the late Joseph Ainsworth, Esq., of Bolton.  
MELLOR—SHAW—On Oct. 29, at St. John's, Paddington, James R. Mellor, Esq., Barrister-at-Law, of the Inner Temple, son of the Hon. Mr. Justice Mellor, of 16 Sussex-square, Hyde-park, to Annie Jane, daughter of Thomas Shaw, Esq., of 16 Hyde-park-square.  
SPENLEY—STAUGHTON—On Oct. 19, at All Saints, East St. Kilda, near Melbourne, Howard Spensley, Esq., Barrister-at-Law, of Melbourne, to Martha Tasmanian, daughter of the late Simon Staughton, Esq., of Exford Station, near Melbourne.

#### DEATHS.

BRANDT—On Oct. 4, at Hastings, Fanny, wife of William Brandt, Esq., Barrister-at-Law, of the Inner Temple.  
GARDINER—On Oct. 27, at 12, Warrington-terrace, Melba-vale, Georgina Mary, wife of Dundas Gardiner, Esq., Barrister-at-Law, aged 34.  
LEWIN—On Oct. 28, at Cuddington, Surrey, Henry Lewin, of Southampton-street, Covent-garden, aged 80.

### LONDON GAZETTES.

#### Winding-up of Joint Stock Companies.

FRIDAY, Oct. 30, 1868.

#### LIMITED IN CHANCERY.

Caterham Gas Company (Limited).—Petition for winding-up, presented Oct. 23, directed to be heard before the Master of the Rolls on Nov. 7. Girdwood, Old Jewry-chambers, solicitor for the petitioner.  
Clerks' Dining Company (Limited).—Petition for winding-up, presented Aug. 25, directed to be heard before the Master of the Rolls on the next petition day. Huson & Parker, King-st, Cheap-side, solicitors for the petitioner.  
Pestons Park Colliery Company (Limited).—Petition for winding-up, presented Oct. 27, directed to be heard before Vice-Chancellor G. Hard on Nov. 14. Peacock, South-eq, Gray's-inn, solicitor for the petitioner.  
Watlington Gas Company (Limited).—Petition for winding-up, presented Oct. 23, directed to be heard before the Master of the Rolls on Nov. 7. Girdwood, Old Jewry-chambers, solicitor for petitioners.



TUESDAY, Nov. 3, 1868.

Commercial Clothing Company (Limited).—Petition for winding-up, presented Nov 3, directed to be heard before Vice-Chancellor Malins on Nov 13. Snell, George-st, Mansion House, solicitor for the petitioner.

Dorchester Antelope Hotel Company (Limited).—Petition for winding-up, presented Oct 28, directed to be heard before Vice-Chancellor Stuart on Nov 13. Lewis & Co, Old Jewry, solicitors for the petitioner.

Jamieson Commercial Agency Company (Limited).—Petition for winding-up, presented Nov 2, directed to be heard before Vice-Chancellor Gifford on Nov 14. Thomas & Hollans, Mincing-lane, solicitors for the petitioners.

**Friendly Societies Dissolved.**

TUESDAY, Nov. 3, 1868.

Loyal Percy Lodge Manchester Unity of Odd Fellows, General Wolfe Inn, Wesley-ter, Shieldfield, Newcastle-on-Tyne. Oct 31.

**Creditors under Estates in Chancery.**

Last Day of Proof.

TUESDAY, Nov. 3, 1868.

Warland, Catherine, Wimborne Minster, Dorset, Widow. Dec 1. Warland & Purkis, M. R.

**Creditors under 22 & 23 Vict. cap. 35.**

Last Day of Claim.

FRIDAY, Oct. 30, 1868.

Acheson, Wm, Manch, Merchant. Nov 9. Sale & Co, Manch.  
Andrews, Wm, Milton rd, South Hornsey. Dec 14. Law & Co.  
Batty, Hannah, Prince's-st, Rotherhithe, Widow. Nov 28. Nash & Co, Suffolk-lane, Cannon-st.  
Colmore, Wm Shakespeare, Tamworth, Warwick, Gent. Jan 1. Beale & Co, Birm.  
Denning, Rev Stephen Poyntz, Bradfield, Berks, Clerk. Dec 7. Cunliffe & Beaumont, Chancery-lane.  
Earnshaw, John, Kingston-upon-Hull, Gent. Jan 1. Lightfoot & Co, Hull.  
Emerson, John, Gainsborough, Lincoln, Gent. Jan 1. Wood, Gainsborough.  
Goodwin, Julia, Heaton Norris, Lancaster, Greengrocer. Dec 1. Taylor, Stockport.  
Haworth, Benj, Nottingham, York, Esq. Jan 1. Lightfoot & Co, Hull.  
Herbert, Fredk Chas, Sunderland, Durham, Esq. Dec 1. Frere & Co, Lincoln's-inn-fields.  
Hughes, Wm, Wicketburgh, Norfolk, Yeoman. Dec 1. Brown, Diss.  
Hulbert, Thos, Redland, Bristol, Gent. Dec 25. Hunt, Bristol.  
James, John, Brincliffe Edge, nr Sheffield. Nov 30. Sharp & Ullithorne, Field-st, Gray's-inn.  
Mallandam, Sarah, Brighton, Sussex, Widow. Nov 12. Lamb, Brighton.  
Marshall, Eliz, Halliford-st, Islington, Widow. Nov 21. Wade, Dunmow.  
McDonald, Jas, Wakefield, York, Chief Constable. Dec 1. Janson & Banks, Wakefield.  
Mills, John, Wells, Somerset, Baker. Feb 1. Sheppard, Wells.  
Moore, Joseph, Norvort, Worcester, Farmer. Jan 8. Day & Ivens, Kidderminster.  
Napier, Robt, Sydney, New South Wales, Esq. Dec 1. Stanley, Austin-frsrs.  
Orfeur, Joseph Richards, Moyston-ter, Bow, Gent. Dec 1. Stanley, Austin-frsrs.  
Price, Hannah, Waterloo, Lancaster, Widow. Nov 30. Quinn, Lpool.  
Rawlinson, Ann, Cedars, Hammersmith-rd, Spinster. Dec 1. Taylor, Buxton.  
Rawlinson, Mary Albinia, Cedars, Hammersmith-rd, Spinster. Dec 1. Taylor, Buxton.  
Steil, Anne Eliza, Elvaston-pl, Kensington, Widow. Dec 7. Cunliffe & Beaumont, Chancery-lane.  
Stevens, John, Newyn, Cornwall, Miller. Nov 21. Trythall, Penzance.  
Taylor, Philip, Romford, Essex, Farmer. Dec 1. Surridge & Hunt, Romford.  
Udale, Sarah, Kirkby Stephen, Westmorland. May 15. Preston, Kirkby Stephen.  
White, Wm, Hunt End, Worcester, Farmer. Nov 25. Saunders & Bradbury Birm.  
Wilson, Sarah, Seacroft, York, Spinster. Nov 21. Tennant & Co, Leeds.  
Wooten, Wm, Comberton, Cambridge, Farmer. Nov 28. Holben, Cambridge.

TUESDAY, Nov. 3, 1868.

Aldred, Sarah, High-st, Lower Tottenham, Widow. Dec 5. Martineau & Reid, Raymond-bidge, Gray's-inn.  
Blame, Joel, Pool, Cornwall, Merchant. Dec 25. Smith & Co, Truro.  
Boddington, Chas, Kidderminster, Worcester, Farmer. Dec 24. Boddington, Dudley.  
Body, Ricd Goodwin, Biddenden, Kent, Farmer. Jan 1. Mann & Mace, Tenterden.  
Colquhoun, Sarah, Bessboro-st, Pimlico, Spinster. Jan 2. Bower & Cotton, Chancery-lane.  
Humphreys, Thos, Whalleyrange, nr Manch. Jan 3. Sale & Co, Manch.  
Kirk, John, Woodale, York, Stone Merchant. Dec 7. Kidd & Co, Holmfirth.  
Middleitch, Geo, Woodbridge, Suffolk, Butcher. Dec 31. Welton, Woodbridge.  
Moorhouse, Mary, York, Spinster. Dec 15. Phillips, York.  
Parsons, John, Lavender-hill, Baterson, Printing Ink Manufacturer. Dec 15. Munday, Cook's-c, Lincoln's-inn.  
Paterson, Wm, East st, Waiworth, Gent. Nov 30. Satchell & Chapple, Queen-st, Cheshire.  
Sanderson, Geo, Mauch, Publican. March 1. Leigh, Manch.

Slater, Chas, Abram, Lancaster, Yeoman. Dec 19. Taylor, Wigan.  
Tuck, Buckmaster Joseph, Manor Farm, Buckingham, Gent. Dec 30. Clarke, High Wycombe.  
Waddy, Ricd, Pleasant-row, Canonbury, Gent. Nov 28. Bieby, Chancery-lane.  
Whitty, David Jones, Briton Ferry, Glamorgan, Doctor. Nov 22. Perham, Redhill, Wrington.

**Deeds registered pursuant to Bankruptcy Act, 1861.**

FRIDAY, Oct. 30, 1868.

Bather, Thos, Birkenhead, Grocer. Oct 9. Comp. Reg Oct 29.  
Browne, Thos, Ipswich, Suffolk, Draper. Sept 30. Asst. Reg Oct 28.  
Bushman, Newton Ord Ramsay, Osnaburgh-st, Gent. Oct 16. Asst. Reg Oct 30.  
Clayards, John, Grafton-rd, Kentish-town, Coach Maker. Oct 29. Comp. Reg Oct 30.  
Davies, Edwin Turner, Birm, Screw Rivet Manufacturer. Oct 21. Comp. Reg Oct 29.  
Fairhurst, Silvester, Pemberton, Lancaster, Ginger Beer Manufacturer. Oct 1. Asst. Reg Oct 29.  
Fenner, Geo, Southmoiton, Devon, Grocer. Oct 16. Asst. Reg Oct 29.  
Forty, Joseph, Stow-on-the-Wold, Gloucester, Saddler. Sept 29. Asst. Reg Oct 27.  
Holbrook, Eliz, Wandsworth, Surrey. Sept 30. Asst. Reg Oct 28.  
Fay, Jabez, Hetton-le-Hole, Durham, Grocer. Oct 1. Asst. Reg Oct 28.  
Kemps, John Alfred, Blomfield-crescent, Paddington, Gent. Oct 29. Comp. Reg Oct 30.  
Lyons, Danl, Kington-upon-Hall, Butcher. Oct 2. Asst. Reg Oct 29.  
Monte, Geo Walter, Manch, Cigar Manufacturer. Oct 6. Asst. Reg Oct 29.  
Paddon, Geo, Plymouthe, Corn Dealer. Oct 3. Asst. Reg Oct 29.  
Postlethwaite, John, Rochdale, Lancaster, Brush Maker. Oct 8. Comp. Reg Oct 29.  
Richardson, Jas, Sunderland, Durham, Grocer. Oct 14. Comp. Reg Oct 30.  
Russell, Saml, Mincing-lane, Barge Owner. Aug 22. Comp. Reg Oct 26.  
Rutter, Saml, Holbeck, Leeds, Grocer. Oct 10. Asst. Reg Oct 29.  
Stanley, Hy, Upper Norwood, Boot Manufacturer. Oct 16. Comp. Reg Oct 29.  
Steel, Alfred, Edgware-rd, Paddington, Boot Manufacturer. Oct 17. Comp. Reg Oct 28.  
Terry, Miles, & Geo Hill, Leeds, Joiners. Oct 8. Asst. Reg Oct 29.  
Vincent, John, Haies-rd, West India-rd, Corn Dealer. Oct 15. Comp. Reg Oct 29.  
Weaver, Geo, Tunstall, Stafford, Clothier. Oct 8. Comp. Reg Oct 29.

TUESDAY, Nov. 3, 1868.

Balston, Alfred Thos, & Chas King, Cottenham-rd, Islington, Builders. Oct 30. Comp. Reg Nov 2.  
Butler, Saml, Preston, Lancaster, Draper. Oct 10. Comp. Reg Nov 2.  
Calvert, Wm, York, Draper. Oct 7. Asst. Reg Nov 2.  
Castle, Thos Jun, St George-st, St George's-in-the-East, Licensed Victualler. Oct 23. Comp. Reg Oct 30.  
Dugan, Hy Geo, Huddersfield, York, Flock Dealer. Oct 7. Asst. Reg Nov 2.  
Emmett, Ricd, Edenfield, Lancaster, Cotton Manufacturer. Oct 8. Asst. Reg Oct 31.  
Field, Wm, Seething-lane, Merchant. Oct 6. Comp. Reg Nov 2.  
Granville, Arthur, & Thos Luis Plumb, Wawanda Paper Mills, near Newbury, Berks, Paper Makers. Oct 13. Inspectorship. Reg Nov 3.  
Guttridge, Wm, Birm, Baker. Oct 14. Asst. Reg Nov 2.  
Harley, Andrew, Colet-pl, Commercial-rd, Draper. Oct 28. Asst. Reg Nov 2.  
Heyworth, John, Whitworth, nr Rochdale, Lancaster, Cotton Spinner. Oct 6. Asst. Reg Oct 30.  
Hirst, Jas, Huddersfield, York, Flock Dealer. Oct 6. Comp. Reg Nov 2.  
Margetts, Hy, Chadlinton, Oxford, Shopkeeper. Oct 4. Asst. Reg Nov 2.  
Meadie, John, Rochester, Kent, Tailor. Oct 6. Comp. Reg Nov 3.  
Morgans, Howell, Cardiff, Glamorgan. Oct 7. Comp. Reg Oct 30.  
Noble, Chas Edwin, Chobham, Surrey, Builder. Oct 28. Comp. Reg Nov 2.  
Norris, Geo, Southsea, Hants, Fancy Warehouseman. Oct 3. Asst. Reg Oct 31.  
Reid, John, West Tofts, Norfolk, Farmer. Aug 31. Asst. Reg Nov 2.  
Reilly, John, Norfolk-st, Strand, Barrister-at-Law. Oct 10. Asst. Reg Oct 30.  
Rothwell, John Wm Hughes, & Edmund Jas Rothwell, Ramsbottom, Lancaster, Cotton Spinners. Oct 27. Comp. Reg Nov 3.  
Saunders, Joseph Brook, Springfield-ter, Water-co-rd, Fulham, Builder. Oct 15. Comp. Reg Oct 30.  
Smith, Ormerod, Accrington, Lancaster, Tailor. Oct 9. Comp. Reg Nov 2.  
Witter, John, Nether Knutsford, Chester, Seedsman. Oct 3. Asst. Reg Oct 31.  
Woods, Nicholas, Heacham, Norfolk, Innkeeper. Oct 10. Asst. Reg Oct 31.

**Bankrupts.**

To Surrender in London.

FRIDAY, Oct. 30, 1868.

Allen, John, Prisoner for Debt, London. Adj Oct 21. Nov 17 at 12.  
Baker, Geo, Eastbourne, Manager to a Licensed Victualler. Pet Oct 26. Pepps. Nov 17 at 11. Perry, Guildhall-chambers, Basinghall-st.  
Biddle, Fredk Thos, Penton-pl, Newington, Lawyer's Clerk. Pet Oct 28. Pepps. Nov 17 at 1. Ryan, Lincoln's-inn-fields.  
Biggs, Walter, High-st, Hampstead, &na-maceutical Chemist. Pet Oct 22. Pepps. Nov 10 at 1. Lawrence & Co, Jewry-chambers.

Blissett, Augustus, Drummond-st, Easton-sq, Grocer. Pet Oct 27. Pepps. Nov 17 at 11. Dobie, Basinghall-st.  
 Botger, Robt, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 12 at 12.  
 Brown, Isaac Baker, Mill-hill, Hendon, Surgeon. Pet Oct 22. Nov 11 at 11. Lawrence & Co, Old Jewry-chambers.  
 Brown, Jas, Wimbledon. Adj Sept 23. Pepps. Nov 12 at 1. Downing, Basinghall-st.  
 Boulter, Geo Hy, Prisoner for Debt, Maidstone. Adj Oct 20. Pepps. Nov 12 at 11.  
 Bourke, Martin Homan, Prisoner for Debt, London. Adj Oct 21. Pepps. Nov 17 at 1.  
 Carnan, Thos Hy, Prisoner for Debt, London. Pet Oct 26 (for pau). Pepps. Nov 17 at 2. Goatley, Bow-st, Covent-garden.  
 Collins, Fredk, Cowper-rd South, Korsey, Dealer in Jewellery. Adj Oct 19. Nov 11 at 11.  
 Cox, Wm Jas, Adolphus-st, Deptford, Journeyman Engine Fitter. Pet Oct 26. Pepps. Nov 12 at 2. Godfrey, Hatton-garden.  
 Crowther, John Peter, Prisoner for Debt, London. Pet Oct 26 (for pau). Roche. Nov 11 at 12. Biddles, South-sq, Gray's-inn.  
 Cuthbert, Hy Stephen, Sloane-st, Chelsea, Fruiterer. Pet Oct 28. Pepps. Nov 17 at 1. Bartlett, Chandos-st, West Strand.  
 De Lard, Alld, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 10 at 2.  
 Dollman, Francis, Fenchurch-st, Attorney. Pet Oct 27. Pepps. Nov 17 at 2. Rae, Mincing-lane.  
 Donovan, Hy Danl, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 12 at 2.  
 Few, Wm, Hargrave-park-rd, Upper Holloway, Builder. Pet Oct 24. Pepps. Nov 12 at 12. Easton, Dane's-inn.  
 Foley, Jane Wilson, Kerwick-st, Soho, out of business. Pet Oct 23. Nov 11 at 11. Dobie, Basinghall-st.  
 Goertz, Fredk Louis Aldous, St Mark's-crescent, Notting-hill, Clerk. Pet Oct 26. Pepps. Nov 17 at 11. Cooke & Co, Raymond-bldgs, Gray's-inn.  
 Goffrie, Chas Ferdinand Ludwig, Gower-st, Bedford-sq, Professor of Music. Pet Oct 25. Nov 11 at 12. Lewis & Lewis, Ely-pl.  
 Hammond, Joseph, Reading, Berks, Commercial Traveller. Pet Oct 26. Pepps. Nov 12 at 1. Reed & Co, Gresham-st.  
 Harley, Chas, Gloucester-st, High-st, Stoke Newington, Oil Warehouseman. Pet Oct 24. Pepps. Nov 12 at 12. Bredon, Union-st, Old Bond-st.  
 Hewitt, Wm John, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 17 at 2.  
 Hibbard, Thos, Edward-ter, Notting-hill, Cowkeeper. Pet Oct 27. Pepps. Nov 17 at 12. Kingston & Co, Lawrence-lane, Cheapside.  
 Hoof, Alld, Prisoner for Debt, London. Adj Oct 19. Nov 11 at 11.  
 Huckle, Geo, St James-st, Bedford-row, Builder. Pet Oct 27. Pepps. Nov 17 at 12. Treherne & Co, Aldermanbury.  
 Huxley, Edwd, Old Cavendish-st, Surgical Instrument Maker. Pet Oct 27. Nov 11 at 12. Braithwaite, Guildford-st, Russell-sq.  
 Jonghin, John Wesley, Brighton, out of business. Pet Oct 26. Pepps. Nov 12 at 1. Ruinacles, Brighton.  
 Kerst, Louis Joseph, Prisoner for Debt, London. Pet Oct 26 (for pau). Pepps. Nov 17 at 2. Biddles, South-sq, Gray's-inn.  
 Knapp, Adolphus, Old Kent-rd, Merchant. Pet Oct 22. Pepps. Nov 10 at 1. Watson, Basinghall-st.  
 Lee, Thos Vincent, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 12 at 1.  
 Lynch, Francis John, Princess-ter, Primrose-hill, no occupation. Pet Oct 26. Pepps. Nov 12 at 2. Pittman, Guildhall-chambers.  
 Madams, Wm Edwd, Aldenham-st, Clarendon-sq, Cheesemonger. Pet Oct 26. Pepps. Nov 12 at 2. Godfrey, Hatton-garden.  
 Marks, Abraham, High st, Whitechapel, Clothier. Pet Oct 27. Pepps. Nov 17 at 12. Sykes, Adelaide-pl.  
 O'Neil, Arthur Jas, Pelton-villas, Richmond, Clerk. Pet Oct 26. Pepps. Nov 17 at 11. Davis, Harp-lane, Gt Tower-st.  
 Fickett Joseph, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 12 at 1.  
 Ring, Richd, Prisoner for Debt, London. Pet Oct 24 (for pau). Brougham. Nov 11 at 11. Wood, Basinghall-st.  
 Rocks, Alfred, Leale, John-st, Berkeley-sq, Comm Agent. Pet Oct 26. Pepps. Nov 17 at 11. Norman, Saville-st, Piccadilly.  
 Salmon, Hy, Oxford-st, Licensed Victualler. Pet Oct 24. Pepps. Nov 12 at 11. Miller, Bond-st House, Walworth.  
 Spencer, Wm, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 12 at 1.  
 Somerville, John Wm, Prisoner for Debt, London. Pet Oct 28 (for pau). Roche. Nov 11 at 12. Dobie, Basinghall-st.  
 Summers, Thos, Prisoner for Debt, London. Pet Oct 28 (for pau). Pepps. Nov 7 at 1. Watson, Basinghall-st.  
 Tierney, Matthew, Prisoner for Debt, London. Pet Oct 28 (for pau). Roche. Nov 11 at 12. Watson, Basinghall-st.  
 Tiffin, Hy, Sudbury, Suffolk, Solicitor. Pet Oct 26. Pepps. Nov 17 at 11. Heusman & Co, College-hill.  
 Tommy, Hy, sen, Prisoner for Debt, London. Adj Oct 19. Pepps. Nov 12 at 1.  
 Turner, Chas Hamilton, Prisoner for Debt, London. Adj Oct 26 (for pau). Pepps. Nov 17 at 2. Biddles, South-sq, Gray's-inn.  
 Walter, Thos Joseph, Gravesend, Kent, Licensed Victualler. Pet Oct 26. Pepps. Nov 12 at 12. Lewis & Co, Old Jewry.

## To Surrender in the Country.

Addison, Geo Barnabas, Prisoner for Debt, Lancaster. Adj Sept 18. Fardell. March, Nov 10 at 11.  
 Ashbridge, Wm Cook Whitney, Sawtry All Saints, Huntingdon, Cordwainer. Pet Oct 27. Margetts, Huntingdon, Nov 12 at 11. Vaughan, Huntingdon.  
 Asquith, Wm, Lpool, out of business. Pet Oct 26. Hime. Lpool, Nov 3 at 11. Norton, Lpool.  
 Asworth, John, Middleton, Lancaster, Grocer. Pet Oct 24. Tweedale. Oldham, Nov 18 at 12. Clark, Oldham.  
 Bailey, John Richd, Sutton St Edmund's, Lincoln, Cattle Dealer. Pet Oct 27. Tudor. Birm, Nov 17 at 11. Toybebe & Larkin, Lincoln.  
 Ballard, Thos, Prisoner for Debt, Warwick. Adj Oct 16 (for pau). Guest. Birm, Nov 10 at 10.  
 Bates, Jas Hill, Sedgley, Stafford, Brick Maker. Pet Oct 24. Brown. Wolverhampton, Nov 14 at 12. Sturk, Wolverhampton.

Beakaby, Thos Potterton, Ingoldsby, Lincoln, Cottager. Pet Oct 27. Grantham, Nov 10 at 11. Malim, Grantham.  
 Bleasman, John Spencer, Stalbridge, Dorset, Saddler. Pet Oct 27. Berridge. Shaftesbury, Nov 10 at 11. Dashwood, Sturminster Newton.  
 Butt, Wm, Bradford-on-Avon, Wilts, Grocer. Pet Oct 26. Wilde. Bristol, Nov 11 at 11. Henderson & Salmon, Bristol.  
 Clapp, Wm, Leicester, Painter. Pet Oct 27. Tudor. Birm, Nov 17 at 11. Spooner, Leicester.  
 Cohen, Abraham, Birm, Jeweller's Factor. Pet Oct 22. Tudor. Birm, Nov 13 at 12. Stubbs & Fowke, Birm.  
 Donnet, Edwd, Blandford Forum, Dorset, Butcher. Pet Oct 22. Johns. Blandford, Nov 10 at 12. Atkinson, Blandford.  
 Epey, Robt, sen, Earish, Huntingdon, Butcher. Pet Oct 20. Margetts. Huntingdon, Nov 12 (not the 4th) at 11.30. Watte, St Ives.  
 Evans, Evan, Aberdare, Glamorgan, Collier. Pet Oct 23. Rees. Aberdare, Nov 10 at 11. Rose, Aberdare.  
 Ewart, Thos, Carlisle, Cumberland, Butcher. Pet Oct 27. Halton. Carlisle, Nov 13 at 13. Wannop, Carlisle.  
 Giehlill, Isaac, Halifax, York, Auctioneer. Pet Oct 24. Rankin. Halifax, Oct 13 at 10. Gronhelm, Halifax.  
 Grant, Joseph, Boston, Lincoln, Watchmaker. Pet Oct 27. Bonner. Spalding, Nov 10 at 2. Baile, Boston.  
 Harrison, Edwin, Prisoner for Debt, Nottingham. Pet Oct 27. Fardell. Nottingham, Dec 23 at 10.30. Wood.  
 Hartley, Hy, Dalstou, Cumberland, Spade Handle Maker. Pet Oct 26. Halton. Carlisle, Nov 13 at 11. Wright, Carlisle.  
 Hilton, Thos Taylor, Prisoner for Debt, Lancaster. Adj Oct 13. Fardell. March, Nov 10 at 11.  
 Honour, Job, Prisoner for Debt, Warwick. Adj Oct 22. Guest. Birm, Nov 20 at 10.  
 Hopkins, Jn, Bath, Somerset, Bookseller. Pet Oct 26. Smith. Bath, Nov 10 at 10. McCarthy, Bath.  
 Jacobs, Levy, Prisoner for Debt, Canterbury. Adj Oct 19. Callaway. Canterbury, Nov 17 at 11.  
 Jepson, Thos Christian, Kingston-upon-Hull, Merchant. Pet Oct 26. Leeds, Nov 11 at 12. Holden & Sons, Hull.  
 Johns, Wm Prothero, Swansea, Glamorgan, Labourer. Pet Oct 26. Morris. Swansea, Nov 10 at 3. Smith, Swansea.  
 Jones, John, Ystalyfera, Glamorgan, Shoemaker. Pet Oct 28. Morgan. Nentn, Nov 11 at 11. Morris, Swansea.  
 Kane, Archibald, Carlisle, Joiner. Pet Oct 26. Halton. Carlisle, Nov 13 at 11. Reid, Carlisle.  
 Key, Joseph, Glastonbury, Lincoln, Cordwainer. Pet Oct 27. Burton. Gainsborough, Nov 14 at 11. Rex, Lincoln.  
 Langford, Joseph, Boulogne-sur-Mer, France. Pet Oct 27. Wilde. Bristol, Nov 11 at 11. Press & Co, Bristol.  
 Leaver, Ferdinand, Wolverhampton, Stafford, Grocer. Pet Oct 27. Brown. Wolverhampton, Nov 14 at 12. Barrow, Wolverhampton.  
 Little, Geo Ward, Kingston-upon-Hull, Merchant. Pet Oct 28. Leeds, Nov 11 at 12. Holden & Sons, Hull.  
 Lowe, William, Staveley, Derby, Furnace Labourer. Adj Oct 15. Wake. Chesterfield, Dec 1 at 11. Shipton, Chesterfield.  
 Martin, John, Swansea, Glamorgan, Labourer. Pet Oct 23. Morris. Swansea, Nov 10 at 3. Smith, Swansea.  
 Markwick, Hy jun, Brighton, Sussex, out of business. Pet Oct 23. Evershed. Brighton, Nov 10 at 11. Ruinacles, Brighton.  
 Moore, Geo, Hanley, Stafford, Grocer. Pet Oct 26. Challinor. Hanley, Nov 14 at 11. Tomkinson, Burslem.  
 Morgan, John, Navigation, Glamorgan, Look Keeper. Pet Oct 27. Speckett. Pontypridd, Nov 14 at 12. Grover, Pontypridd.  
 Page, John Lane, Prisoner for Debt, Maidstone. Adj Oct 20. Callaway. Canterbury, Nov 17 at 11.  
 Peake, Hy, Birm, out of business. Pet Oct 27. Guest. Birm, Nov 20 at 10. Atkins, Birm.  
 Fenney, John, Chesterfield, Derby, Fish Dealer. Pet Oct 23. Wake. Chesterfield, Dec 1 at 11. Gee, Chesterfield.  
 Phillips, John, Bristol, Commercial Traveller. Pet Oct 22. Harley. Bristol, Nov 20 at 12. Clifton.  
 Preston, Harriet, Lpool, Bootmaker. Pet Oct 26. Hime. Lpool, Nov 10 at 3. Blackburs, Lpool.  
 Preston, Jas, Vaux, Licensed Victualler. Pet Oct 27. Tudor. Nov 17 at 11. Gibson, Nottingham.  
 Ravenscroft, Geo, C. ewe, Chester, Builder. Pet Oct 26. Lpool, Nov 11 at 12. Bellringer, Lpool.  
 Riddlestorf, Geo Adolphus, jun, Brighton, Sussex, Upholterer. Pet Oct 24. Evershed. Brighton, Nov 11 at 11. Bentley, Brighton.  
 Robinson, Fredk Wm, Halifax, York, Grocer. Adj Oct 17. Rankin. Halifax, Nov 13 at 10. Thomas, Halifax.  
 Sedden, Edwd, Accrington, Lancaster, Dealer's Assistant. Pet Oct 27. Fardell. March, Nov 11 at 11. Smith & Boyer, March.  
 Shirneld, Thos, Netter Droughton, Leicester, Innkeeper. Pet Oct 26. Oldham. Melton Mowbray, Nov 16 at 11. Lees, Nottingham.  
 Smith, John, Prisoner for Debt, Lancaster. Adj Oct 13. Fardell. March, Nov 10 at 11.  
 Stead, Wm Hy, Halifax, York, Old Merchant. Adj Oct 17. Leeds, Nov 9 at 11.  
 Tate, John Arthur Hy, Alnwick, Northumberland, Printer. Pet Oct 27. Wilson. Alnwick, Nov 10 at 11. Tate.  
 Thurston Robt, Gt Yarmouth, Norfolk, Manager. Pet Oct 27. Chamberlain. Gt Yarmouth, Nov 13 at 12. Sudd, jun, Norwich.  
 Tomlin, Thos, Vaux, Isle of Wight, Green Grocer. Pet Oct 23. Blake. Newport. Nov 11 at 11. Beckinsale, Newport.  
 Tran, Thos Kelsey, Kingston-upon-Hull, Grocer. Pet Oct 27. Phillips. Kingston-upon-Hull, Nov 16 at 11. Summers, Hull.  
 Taroer, Saml Hayard, New Brighton, Chester, Gent. Pet Oct 26. Wason. Birkenhead, Nov 12 at 10. Best, Lpool.  
 Walker, Wm, Birkenhead, Chester, out of business, Pet Oct 26. Wason. Birkenhead, Nov 13 at 2. Moore, Birkenhead.  
 Warrill, John, Goscar, York, Grocer. Pet Oct 23. Leeds, Nov 16 at 11. Moseley, Huddersfield.  
 Webb, Saml, Deepfield, Stafford, Journeyman Iron Moulder. Pet Oct 27. Walker. Dudley, Nov 13 at 12. Langham, Wolverhampton.  
 Wenham, Edwd, Hastings, Sussex, Saddler. Pet Oct 26. Young. Hastings, Nov 14 at 12. Philbrick, Hastings.  
 Westcott, Thos Tremlett, Plymouth, Devon, Tobaccoconist. Pet Oct 27. Pearce. East Stonehouse, Nov 18 at 11. Fowler, Plymouth.

TUESDAY, NOV. 3, 1868.

### To Surrender in the Country.

Hudson, Chas, jun, March, Waiter. Pet Oct 29. Kay. March, Nov 17 at 9 30. Lill. March.

Hughes, Edwd, Lpool, Grocer. Pet Oct 29. Hime. Lpool, Nov 13 at 3. Ritson, Lpool.

Hulme, Robt, Lpool, Licensed Victualler. Pet Oct 29. Hime. Lpool. Nov 13 at 3. Ritson, Lpool.

Ireland, Wm Fletcher, Bolton, Lancaster, Slater. Pet Oct 30. Holden. Bolton, Nov 18 at 10. Hall & Rutter, Bolton.

Jackson, John, Arrad Fort, Lancaster, Commercial Traveller. Pet Oct 28. Pestell, Litch.

Jones, Edw, Litch, Litch. Bolton, Nov 23 at 10. Jackson, Ulverston Lane, Thos. Robt, Longcompton, Worcester, Farmer. Pet Oct 28. Tombs. Dorditch, Nov 14 at 10. Wilson, Worcester.

Lewis, Thos, Berry Edge, Durham, Innkeeper. Pet Oct 30. Booth, jun. Shotley Bridge, Nov 18 at 10. Salkeld, Durham.

Metcalf, Leonard, Kendal; Westmorland, Labourer. Pet Oct 26. Wilson. Kendal, Nov 10 at 10 30. Thompson, Kendal.

Myatt, Edw Brassington, Loughton, Stafford, out of business. Pet Oct 28. Keary. Stoke-upon-Trent, Nov 14 at 11. Litchfield, New-castle-under-Lyme.

Nicholls, John, Prisoner for Debt, Hereford. Adj Oct 29. Batt. Abergavenny, Nov 17 at 12.

Odell, Emily, Barnsley, York, Milliner. Pet Oct 30. Shepherd. Barnsley, Nov 18 at 11. Frudd, Barnsley.

Parkman, Jas, Southampton, out of business. Pet Oct 29. Thorndike. Southampton, Nov 12 at 12. Champ, Portsea.

Pearse, Wm, Hanley, Stafford, Bookkeeper. Pet Oct 29. Hill, Birm. Nov 13 at 12. Allen, Birm.

Roberts, Saml, Hy Chesham, Tailor. Pet Oct 30. Gale. Cheltenham, Nov 14 at 11. Marshall, Cheltenham.

Staples, Wm, Beeston Fields, Nottingham, out of business. Pet Oct 31. Patchitt. Nottingham, Dec 13 at 10 30. Briggs & Cranch.

Tazewell, Jesse, Street, Carrier. Pet Oct 29. Lovell. Wells, Nov 17 at 10. Reed & Cook.

Teinton, Wm, Landport, Fords, Printer. Pet Oct 28. Howard. Portsmouth, Nov 28 at 12. Ford, Favers.

Walsh, H, Walsenger, Woodbridge, Suffolk, out of business. Pet Oct 30. Reeve. Woodbridge, Nov 19 at 11. Welton, Woodbridge.

White, Solomon Geo, Pangbourne, Berks, Saddler. Pet Oct 29. Collins. Reading, Nov 14 at 10. Slocombe, Reading.

Wilkinson, John, Fenton, Stafford, Beerseller. Pet Oct 30. Keary. Stoke-upon-Trent Nov 14 at 11. Ward, Hanley.

Willison, Wm, jun, Whitby, York, Fruiterer. Pet Oct 30. Buchanan. Whitby, Nov 13 at 11. Hunter, Whitby.

Wright, Rmd, Harrold, Berks, Higgle. Pet Oct 29. Hinrich. Bedford, Nov 13 at 11. Jessop, Bedford.

Young, Wm, & Alex Cameron, Birm, Factors. Pet Oct 30. Hill. Birm. Nov 29 at 12. Hudson & Son, Birm.

## BANKRUPTCY ANNULLED.

TUESDAY, NOV. 3, 1868.

**Barkham, Eliza, Ryde, Isle of Wight, Market Gardener. Oct 25.**

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